

Valley Performing Arts Center

Operations

Rental

Policies and Procedures

1. Overview

A. Document Purpose/Applicability

This manual outlines the policies and procedures applying to rental and use of all schedulable internal and external facilities and areas of the Valley Performing Arts Center and the Plaza del Sol Performance Hall (collectively known as the “Center”). The policies and procedures outlined are binding on Renter’s use of these facilities.

B. Mission

The Valley Performing Arts Center advances the education, research, and public engagement of California State University, Northridge through the pursuit of excellence in the performing arts. It confirms the University as a major Southern California cultural crossroad.

C. Presenting and Producing Statement

The Valley Performing Arts Center presents high-quality events by established and emerging professional performing artists, is responsible for strategic and operational decisions, and manages VPAC facilities for rental by performing arts Producers and Presenters.

Principles

The following principles form the foundation and context for business process decisions and relationships of the Center (in alpha order):

- Accessibility: Make live performance accessible to the widest possible audiences
- Balance: Ensure presented and produced events are complimentary and balanced
- Creativity: Honor, facilitate and support the creative process
- Diversity: Strive for diversity in programming, audiences, and staff
- Education : Support the academic objectives of the campus arts programs and the community
- Participation: Value input from stakeholders: staff, audiences, campus, donors
- Partnerships: Develop working partnerships with the arts community in the region
- Quality: Ensure quality in all events, customer service, relationships, and care of the facilities

2. Contact Information

MAIL: Valley Performing Arts Center
California State University, Northridge
18111 Nordhoff Street
Northridge, CA 91330-8800

PHONE: (818) 677-8800

FAX: (818) 677-8880

WEB: www.valleyperformingartscenter.org

Key Operational Staff:

Rental Associate: Justin Souza, (818) 677-8829 justin.souza@csun.edu

Director of Audience Services: Sally Adelblue (818) 677-8838 sally.adelblue@csun.edu

Director of Production Services: Gary Richardson (818) 677-8819 gary.richardson@csun.edu

Facility Operations Manager: Michael Bergantzel (818) 677-8822 michael.bergantzel@csun.edu

Ticketing: Jose Felix (818) 677-8834 jose.felix@csun.edu

Catering and Concessions Manager: Keren Aks (818) 677.2076 kaks@csun.edu

3. Scheduling Process

A. Initial Inquiry

Calendar Inquiry: Inquiries about the facility calendar and available dates should be directed to the Rental Associate. A report of dates available, in whatever manner reported, is not a guarantee of availability for subsequent hold(s) or booking(s).

Calendar Hold: Requests to hold dates for events in a venue must be submitted in writing through application to the Rental Associate. A “firm hold” will be confirmed by the Rental Manager in writing, and will remain on the calendar for up to **two (2) weeks**.

“Blind holds”: Holds will not be taken for any venue without specification of the performer and event. A request for the calendar hold of a date must include the name of the artist and a description of the event to be presented.

We regret that we are unable to accept rental date holds or Facility Use Applications later than four (4) weeks prior to the event on-site date.

B. Facility Use Application

The business process of renting a facility begins with the submission of a *Facility Use Application* that includes a **venue specific non-refundable application fee** within **two (2) weeks** of date of the initial ***Calendar Hold***. The *Facility Use Application* and the *Rental Ticket Worksheet* may be found on the VPAC website: www.ValleyPerformingArtsCenter.org (About Us section) or may be requested from the Center Office at 818-677-8800.

C. Scheduling Authority and Approval

Operational management and financial administration of the Center is delegated to the Executive Director. The Executive Director and his/her management team has the delegated authority to exercise independent judgment regarding the day-to-day operations of the Center including the appropriate uses of its facilities, consistent with the mission and principles of the Center, the facility use criteria, campus policies, and state laws governing public facilities and events.

D. Post-Approval Event Planning Schedule

Delivery of Event Information: The Renter should provide complete event information no later than twelve (12) weeks prior to the first date on site. The event and technical information provided must be sufficient to outline a detailed schedule of facility use and to prepare an estimate of rental costs for the event.

Final date confirmation and a Rental Agreement will be withheld until the Renter has provided the VPAC administration with a signed *Facility Use Application*, complete event details, and the *Rental Ticket Worksheet*.

Event Cost Estimate and Rental Agreement: Rental costs are based on the facilities used, the time in the venue, and the staffing required.

(Please see *Attachment A: “Rental Rates”*.)

Based on information provided by the Renter, the VPAC will provide an *Event Cost Estimate* to the Renter of facility and labor costs to the Renter for the event within ten (10) business days from the delivery of all required documents and event information.

The *Event Cost Estimate* will become part of the *Rental Agreement* for the event; the *Event Cost Estimate* and the *Rental Agreement* must be signed by the Renter and returned within ten (10) business days with the deposit specified in the *Rental Agreement*. If the executed Agreement, Estimate and deposit are not returned within ten (10) business days, the VPAC reserves the right to release the dates held. The Renter will be notified of the release.

Event Schedule: All event time in the venue and its support spaces must be scheduled completely in advance and outlined in a *Rental Agreement* prepared for the Renter by the VPAC. This includes performances and the following: delivery, load in and installation-; equipment and material set up, configuration, programming and cueing, rehearsals, production notes, maintenance, and any other work for the event in the venue. All venue time scheduled for an event in a Rental Agreement will be subject to rental charges and all associated costs.

Event Planning Production Meeting: No later than eight (8) weeks prior to the Renter’s first date on site, the Renter must participate in a production meeting with appropriate staff for the Performing Arts venue. This meeting typically includes the Rental Manager, Director of Audience Services, Director of Production Services, and the Facility Operations Manager. The intended purpose of this meeting is to cover event planning for technical production, company management, audience services, and other facility requirements. The Renter must ensure that appropriate staff members for the Renter attend the meeting. The production meeting will take place at the venue scheduled for the event being contracted and, at that time, any additional costs should be able to be identified as well.

Proof of Non-Profit Status: Prior to executing a *Rental Agreement*, organizations claiming non-profit status, 501(c) 3, must provide proof of tax exemption in the form of an IRS letter.

Payments:

- a. **Deposit:** Normally, the deposit for the event rental will be the 50% of the *Event Cost Estimate* for facility use and Front of House and Back of House labor charges. The deposit delivered with the signed *Rental Agreement* is nonrefundable.
- b. The VPAC reserves the right to refuse access to a venue by a Renter if the terms of payment have not been met.
- c. Holds will not be accepted from an organization that has outstanding past-due invoices.
- d. **Billing/Settlement** (of facility costs against ticket revenue) will be completed post-event and an invoice or settlement check shall be delivered to the Renter.

(See VPAC Rental Agreement General Terms for more detailed information.)

4: Rental Periods, Facility Conditions and Facility Access

Performance and Rehearsal Rate Definitions:

Performance rental rates apply to any audience event. If an audience of any kind is expected, the Performance rental rate applies; this includes open dress rehearsals.

Rehearsal rental discount applies to any other use for the Renter's event, including but not limited to preparation or restoration of the venue; deliveries; loading; installation; configuration; programming or cueing of any equipment; rehearsals; and strike and load out. If a venue is rented at the Rehearsal rate, only authorized personnel for the Renter and the VPAC will be permitted in the venue and its support spaces.

Rehearsal Scheduling

Rehearsals for any performance will usually be booked only on times and dates contiguous with the related performance. Any space can be booked in advance for non-contiguous rehearsal dates but is assigned the next lower priority and will not be confirmed as final until thirty (30) days in advance of the requested date.

Event Work Requires Renter Representative: Work for the Renter's event will not proceed without an appropriate representative for the Renter on site.

Facility Availability to Renter During Contract Period: The Renter will have access to the venue only during the scheduled dates and times listed in the Rental Agreement for the contracted date(s) and for on-site planning meetings with the VPAC staff. Additional access to the venue for any purpose during the contracted date(s) will be considered additional rental time in the venue and will be added to the Renter's invoiced cost.

Facility Availability to Others During Contract Period: For intervals in the contracted date(s) during which a venue is not contracted by the Renter, the VPAC may schedule the venue for another use. The cost to restore the venue to base condition will be the responsibility of the Producer of the added event.

Venue in Base Condition: The venue will be in its base condition, clear and broom clean at the start of the contracted rental dates. Base condition of the venue includes clear stage and wing space; standard stage drapes in place with the rigging system otherwise clear; orchestra shell stored in the back stage Shell House and fly-loft; and lighting and sound equipment organized in the storage for the Renter's use. There is no permanent light hang in place. The venue must be restored to its base condition by the end of the contracted rental dates. If the time necessary to restore the venue to base condition extends beyond the contracted period, the Renter will be responsible for all cleanup costs including rental charges for the extended time.

Date Challenges: Until the VPAC has received the Renter's signed *Event Cost Estimate, Rental Agreement and deposit*, a second Party can challenge the Renter's holds on dates for a venue. Should a second Party challenge by requesting a hold and demonstrating intent to sign a Rental Agreement and to pay a rental deposit, the Renter will be notified in writing and will have five (5) business days from receipt of the notification (including if not already provided a Cost Estimate and Rental Agreement) to return the signed *Event Cost Estimate, Rental Agreement*, and deposit. If the signed documents and payment are not received by the VPAC by 5:00PM on the 5th business day, the challenged dates will be released to the challenging Party.

Changes to the Event Schedule: Should the Renter wish to modify the contracted event schedule, the Renter must notify the Rental Manager in writing. An amended contract or a "change order" will be prepared to document the schedule and cost changes. The following schedule of *minimum advance notification* will apply:

- *Added time to a previously scheduled call* for an event requires a minimum of a 48-hour notice to ensure labor and other resources are available to the Renter to meet the changed schedule;
- *Cancellation or Reduction of a previously scheduled call* for an event requires a minimum of a 48-hour notice (or labor and other costs of scheduled resources will be charged to the Renter);
- *Addition of an unscheduled call* for an event requires a minimum of a 48-hour notice (or labor and other resources may not be available to the Renter to meet the changed schedule).

Note: *Requested changes to the Renter's scheduled access to a venue are dependent on the schedule of other uses of the venue.*

Cancellation Policy: Once an event or series of dates has been confirmed in writing, or a contract issued, the Renter is subject to pay for the full estimated costs for the reservation. In the event of a cancellation, the sponsor will be assessed the full estimated costs for the event. Under no circumstances will fees be waived for an event cancellation, and in every case, the minimum fee due will be equal to the deposit paid, or the full lease cost for each reserved space, whichever is greater.

(See VPAC Rental Agreement General Terms for specific details.)

Event Management Timeline Summary and Checklist

12 Weeks Prior to Event First Day on Site

Deadline to complete the *Facility Use Application*, *Rental Ticket Worksheet*, and for delivery of preliminary technical information, and other event information which is sufficient for cost estimate and preparation of the *Rental Agreement*.

10 Business Days from the Delivery of all required documents and event Information

Deadline for the VPAC Rental Manager to provide the Renter an *Event Cost Estimate* (facility, labor, and other costs) and a *Rental Agreement* that includes the required deposit.

10 Business Days after receiving Rental Agreement and Event Cost Estimate

Deadline for returning signed *Event Cost Estimate* and *Rental Agreement* with deposit.

5 Business Days after receiving Challenge Notification

Deadline for returning signed *Event Cost Estimate* and *Rental Agreement* with deposit.

8 Weeks Prior to Event First Day on Site

- a. Schedule Production Meeting.
- b. Deadline for providing final technical information/riders.

4 Weeks Prior to Event First Day on Site

- a. Deadline to submit a request to Sell Merchandise, including request for the VPAC merchandise Seller(s).
- b. Deadline to arrange for Catering and Concessions with Catering Manager.

2 Weeks Prior to Event Performance

- a. Deadline to arrange set-up, display and event merchandise sales with the Director of Audience Services.
- b. Deadline to provide a complete list of all back stage personnel and volunteers, if any, to the Director of Production Services.

48 Hours Prior to Event Performance:

Event Work Start: Deadline to change a scheduled work call without charges;

Event Work Start: Deadline to cancel a work call without labor charges;

Event Performance: Deadline to pick up all Complimentary & VIP Tickets.

5. General Requirements of Rental

A. Applicable regulation and policy

1. The VPAC Rental Agreement *General Terms*, Exhibit A are integral to and binding on each Rental Agreement.
2. The *Policies and Procedures*, Exhibit C, are integral to and binding on each Rental Agreement.
3. The Renter is reminded that the prevailing regulations and policies of The California State University and California State University, Northridge will be adhered to and cannot be waived and are not negotiable.

B. Liability Insurance

Liability Insurance is required for any use of the facilities rented.

See Exhibit A: VPAC Rental Agreement General Terms for specific requirements.

C. Royalties, Licenses and Authorizations: All royalty fees such as BMI, ASCAP, or SESAC and/or payments to such organizations such as AFTRA or other union dues, and all appropriate and applicable authorizations which may be required, is the sole responsibility of the Renter.

C. Provision of Artist Contracts, Contract Riders, and Other Specifications

If the Renter is contracting with an artist(s) as part of the event, the Renter must provide copies of all such event contracts, technical riders, and event specifications no later than eight (8) weeks prior to the event.

D. Safety/Permits

The VPAC has oversight regarding event safety, including and not limited to: crowd management; worker and equipment safety; safety of performances, stunts and effects; security; emergency response; emergency egress; fire safety; catering and food preparation; and general facility management. The VPAC reserves the right to deny access to a venue to prevent unsafe practices in the production or presentation of an event.

Renter will comply with all applicable federal, state, county, city, union University laws, rules, regulations, and policies that apply to this rental. Renter shall maintain order and provide protection for person and properties; Renter shall not permit a breach of peace or any act that may endanger life, limb, health, or property due to occasion of this use. The University shall be responsible for determining the need for and procurement of any permits. If required by the City of Los Angeles, a fire clearance and policy permits must be obtained and fire staffing provided. The Renter shall be responsible for any fees, charges, or other costs associated with the requirements of this paragraph.

E. Hazardous Materials

The Renter shall not bring onto University property, nor allow other associated with the event therein authorized to bring onto University property, any hazardous chemicals or other potentially hazardous materials without the written permission from the University's Environmental Health and Safety Manager. The need to obtain any permit or other form of federal, state, city, county, or other clearance shall be the sole and independent responsibility of the Renter. The Renter shall be responsible for any fees, charges, or other costs associated with the requirements of this paragraph.

F. Event Security

The University may, at its sole discretion, and at any time it determines security is needed, require security personnel be utilized for an event. Appropriate security arrangements shall be determined by the VPAC management and California State University, Northridge Department of Police Services. The costs of pre-determined security requirements deemed necessary will be estimated for the Renter. Renter shall be responsible for all security costs whether requested by the Renter or required by the University.

G. Parking and Traffic***Parking:***

1. California State University, Northridge parking policies apply to all campus lots and garages, including those adjacent to each Arts' venue. All visitors, Renter's, employees, volunteers, guests, and patrons are subject to campus parking regulations. The current cost for campus parking is \$6 per vehicle. Vehicles not displaying permits are subject to citation.
2. The Renter assumes responsibility of any parking fees, assures responsibility for any parking fees associated with its use of a facility, and shall ensure compliance with all posted parking rules and regulations.
3. Unless otherwise described and specifically authorized, no motor vehicles or transit shall park in areas other than the University's parking lots.
4. The Renter shall be solely and independently responsible for obtaining any parking permits or clearances necessary.
5. The loading dock areas are reserved for vehicles which are unloading or loading. It is a NOT a parking area for Renter's private vehicles. Unauthorized parking in load areas will result in a ticket, fine, and towing of the vehicle.

6. Renters of the Plaza del Sol Performance Hall will be afforded the opportunity of up to ten (10) parking spaces in Lot F-4 that is adjacent to the Artist's Entrance. The fee is \$6 dollars per day per vehicle and arrangements must be made with the Rental Manager prior to the completion of Rental Agreement.
7. If special parking arrangements are required, additional fees may apply.
8. Parking outside of permissible, designated parking spaces will result in a ticket, fine and possible towing of the vehicle.
9. Parking permits do not guarantee availability of a parking space.
10. University Parking regulations cannot be waived.

Traffic:

If required due to the attendance estimated for an event, the VPAC management may request the presence of the CSUN Police Services to manage traffic for the event. The cost of University Police and Parking Services will be estimated for the Renter, who will be responsible for such costs.

E. Back Stage Access

Access to the stage and support areas of the venue is limited to the authorized VPAC staff and authorized participants for the Renter. Facility visitor identification will be provided to the Renter; the Renter is responsible for distribution of the identification and for ensuring that all appropriate individuals use it. Individuals requesting backstage access will be denied access without facility visitor identification (*costumed performers need not wear visitor identification*).

Any member of the Renter's party or backstage guest desiring or needing to be seated in the audience during a performance must have a ticket. Backstage passes or other credentials do not provide access to the House during a performance.

During performances, guests are not permitted backstage. Arrangements for backstage guests post-performance should be made in advance with the facility management. Under no circumstances are guests permitted back stage unaccompanied.

F. Animals

Service animals are permitted in the VPAC facilities per the Americans with Disabilities Act. Animals other than those required for personal assistance, *i.e.*, seeing-eye dogs or service animals, are not permitted in the VPAC facilities without permission of the Executive Director. Permission to bring animals on site will not be given under any circumstances where there is any risk of injury to persons or damage to the facility.

G. Smoking

Smoking is prohibited in or within 20 feet of a building on the California State University, Northridge campus. Smoking is permitted only outside the building in areas where ash urns are located. Renters shall be responsible for seeking adherence to the smoking regulations for all performers, and all other personnel associated with the Renter.

H. Storage

The VPAC venues do not have storage space to accommodate the Renter's equipment, material, sets, props, wardrobe or any other supplies beyond the period under contract. The VPAC bears no responsibility or liability for failure by the Renter to coordinate delivery, storage and removal of Renter's material and equipment.

The Renter shall assume responsibility of all equipment, supplies, or other materials brought in the VPAC venues or on behalf of Renter in conjunction with the use authorized by this Agreement. The University shall assume no liability for Renter's equipment, supplies, or other materials in any manner whatsoever. Should the Renter leave any equipment scenery, costumes, etc., belonging either to the Renter or rented by the Renter, in any of the VPAC venues past the time allotted for in the Agreement or past the time the University has approved, additional charges will be incurred at the sole discretion of the University.

I. Ticketing

Every audience event, paid or unpaid, must be ticketed. Tickets are used to control access to an event and to prevent filling a venue beyond its allowed capacity. Event Ticketing, paid or otherwise, must be arranged through and prepared by the VPAC Ticket Office.

(See VPAC Operations Facility Rental *Policies and Procedures*, Section 6: *Ticket Office Requirements for Rental* for more detail.)

J. Cancellation, Interruption or Termination of an Event

Final decisions causing cancellation or delay of an event due to any emergency such as extreme weather conditions, security threat or any other public emergency, are within the authority and management of the VPAC management and the California State University, Northridge Departments of Police Services and Environmental Health and Safety.

K. Access and Egress

Access and exit pathways and doors both inside the venue and outside the venue must not be blocked or restricted. All security and fire doors must be kept closed. Should clear and consistent access through one of these doors be required, a door attendant must be present to provide access. The door attendant will be provided by the VPAC Manager of Facility Operations at the Renter's expense.

L. Food, Alcoholic Beverages, and Illegal Drugs

Alcoholic beverages: Will be sold or otherwise distributed only by the contracted VPAC caterer. Distribution or sale of alcoholic beverages is subject to all applicable laws and regulations. Renter shall comply with all the rules and regulations set forth by the University which include, but are not limited to, the prohibition and/or use of liquor and/or illegal drugs at any time. Any willful violation of said rules and regulations of the terms of this Agreement would be grounds for immediate termination of this Agreement, eviction of the Renter, forfeiture of all deposits and possible removal and/or arrest by campus Police Services.

Drug-Free Workplace Certification: By accepting a contract or purchase order, the Renter certifies under penalty of perjury under the laws of the State of California that the Renter will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8355 et. seq.) and will provide a drug-free workplace by doing all of that which Section 8355 et. seq. requires.

Food : All food and drink for consumption , whether concession sales or otherwise distributed, must be provided by a licensed food services provider. The University caterer, Orange Grove Bistro, reserves the right to provide these services for all events in the VPAC managed facilities. Renter may not sell or serve concessions or catering, including but not limited to privately purchased items, homemade food, snacks, and beverages on University property including anywhere in a VPAC managed facility.

Catering and Concession services are provided by a separate contract. To arrange for these services, Renter must contact the Catering Manager at the Orange Grove Bistro at 818.677.2076 four (4) weeks in advance to make appropriate arrangements

M. Damage to Facility or Equipment

The Renter is responsible for the cost of repair and restoration of the venue and its equipment in the event of any damage caused by its event. The Renter may be liable for additional damages if subsequent events are compromised due to the damage from the Renter's event.

Renter shall maintain areas of use in good condition at all times and return the facilities to the same condition as received. Normal wear and tear accepted.

(See VPAC Operations Facility Rental *Policies and Procedures*, Section 4: *Venue in Base Condition*.)

Damage to the VPAC facilities, whether by Renter, patrons, or vendors, will be repaired by the University and charged to the Renter at a rate of time and materials plus 25%. Renter shall not be responsible for casualties beyond its control, such as forces of nature, national catastrophes, or war.

6. Ticket Office Requirements for Rental

A. Ticketing Required for All Events

Tickets are required for all audience events in the VPAC managed venues, whether paid or free admission. All tickets must be printed by the VPAC Ticket Office. Ticketing is required as a means to control audience access, so that audience attendance does not exceed venue capacity. The stated capacity for each venue will be enforced. “*Standing Room*” is strictly prohibited.

B. Paid Events

Ticketing for paid events is provided by the VPAC Ticket Office. At the time of submitting a *Facility Use Application*, the Renter must also submit a *Rental Ticket Worksheet (Attachment B)* which provides the Date and Time of the Event, Name of the Presenter, Name of the Event, Ticket Prices and other essential information for preparing a ticket build for the event.

C. Free Events

Only general admission seating is permitted for free events. Tickets will be provided by the VPAC Ticket Office for the Renter’s use. The Renter is primarily responsible for distributing the tickets provided. Tickets will be required for admission to the Renter’s event, and ushers will only accept tickets printed by the VPAC Ticket Office for admittance to VPAC venues.

The Renter may distribute free-admission tickets in advance of the event. If the Renter chooses, the VPAC Ticket Office can be opened one (1) hour prior to the event to distribute remaining tickets. This service must be arranged when submitting the *Rental Ticket Worksheet* and the Renter must return all undistributed tickets not later than one (1) business day prior to the Event.

D. Tickets - Venue Contract Status and Deposit

In order for tickets to be printed, distributed, or to go on sale, the *Rental Agreement* for the event must be fully executed and the deposit received.

E. General Seating Events

The VPAC management recommends that all events expecting between 500 and 800 patrons in the VPAC **Great Hall** be general admission. This is beneficial for the event since a closely grouped audience suggests a well-attended event.

F. Reserved Seating Events

For reserved seating events (paid), tiered pricing is suggested only for performances where the attendance is expected to be at a minimum 80% of the venue capacity. Otherwise, patrons may be sparsely distributed throughout the House, rather than grouped together for better enjoyment of the event.

G. Complimentary Tickets

A complimentary ticket is one that a patron receives for FREE and is marked on the face of the ticket as such. An organization may give out complimentary tickets as they choose. The Renter must provide the number of complimentary tickets desired on the *Rental Ticket Worksheet*.

H: Seat Kills

An outline of seats in the venue that cannot be sold due to technical demands, performer seating, or other reasons must be given to the Rental Manager, Ticket Office Supervisor, and The Director of Production Services *prior* to tickets going on sale.

I. VIP Seating

Renter may request to reserve VIP seats on the *Rental Ticket Worksheet*. VIP tickets will be stamped VIP by the Ticket Office.

J. Ticket Office - Day of Event

The Ticket Office will be open one (1) hour prior to the performance start time and up to thirty (30) minutes after the performance start time. Extended hours can be added at an additional cost.

K. Event Ticketing Charges

1. Ticket Office costs, including set-up and staffing, are detailed in Attachment A: *Rental Rates Summary*.
2. Ticket builds include options for patrons to purchase tickets at the VPAC Ticket Office in person, on-line, by phone, or at any Ticketmaster outlet or service. There are no handling fees for tickets purchased in person at the VPAC Ticket Office. A handling fee is added to all on-line or phone orders. (*Note: Ticketmaster has an independent schedule of handling fees.*)
3. A Facility Fee for Capital Replacement and Restoration is added to the price of each sold ticket regardless of the point of purchase.
4. The VPAC Ticket Office accepts credit card charges (American Express, MasterCard and Visa) for advance sales and at the Ticket Office on the night of the Event. Expenses associated for each sale purchased by credit card will be deducted from the Ticket Office revenue as a University expense for all rental events.

(*See Attachment A for current costs of Ticket Office Services and Fees.*)

L. Access to Ticket Office

Access to the Ticket Office is restricted to Ticket Office and Audience Services Personnel **only**.

7. Front of House Requirements for Rental

A. House Management

The VPAC provides and supervises House management services for all audience events in its venues. At least one representative of the Renter must be present in the lobby and available for House management needs at all times during the Renter's performances.

B. Lobby Opening, House Opening, and Start time of Performance

Lobby: The lobby will open for audience access to the facility one (1) hour (1 ½ hours in inclement weather) prior to the start time of a performance event.

House: The House will open for audience seating thirty (30) minutes prior to the start time of a performance event. However, the House will not open prior to approval being given by the VPAC Technical Director and the House Manager assigned to the event.

Actual Start Time of Performance: It is the intention of the VPAC management to begin each performance at the published time. The actual start time of the performance will be decided by consultation that includes House Management, Ticketing, and Production Services. In general, no event start time is ever delayed more than five (5) minutes.

C. Intermission

Standard Intermission(s) will be twenty (20) minutes in duration.

D. Late Seating

The VPAC venues practice a policy of **NO LATE SEATING**. The House Manager has the sole authority to determine whether late arriving patrons can be seated after the performance has begun. If it is determined not to disturb the artists or other members of the audience, the House Manager has the discretion of the seating location of late arriving patrons at an appropriate interval prior to Intermission. Those patrons may take their assigned seats at the Intermission.

E. Seating

Patrons must view the performance from a seated position. Standing anywhere in the audience chamber during a performance is prohibited.

F. Usher Requirements

The Director of Audience Services will determine the audience management needs for an event depending on the venue and the estimated audience. The VPAC staff will assign ushers sufficient to maintain audience service standards and to ensure safety and security of the event and its patrons.

G. Merchandise

Requests for approval to sell merchandise of any kind must be presented to the VPAC management no later than thirty (30) days prior to the event.

The rights and privileges of sales of merchandise, food and drink and other items remain under the control of the VPAC management team which shall have final approval of the location and the appearance of the merchandise set-up. Sales must be confined to areas designated in the approval document and shall be monitored by the Director of Audience Services or designee.

With approval, merchandise sales may be arranged by the Renter, or its contracted Artist, for the day(s) of the performance specified in the contract. The VPAC will collect a 20% commission on total revenues net of applicable California state sales tax from all on-site merchandise sales. The Renter is responsible for remitting sales tax on all gross sales.

Settlement will occur immediately following the event and in the form of cash. Merchandise sellers will not be provided by the VPAC, unless requested in the Approval to Sell Merchandise Application. Sellers will be paid \$50 per seller per event in cash by the Seller at the time of Settlement.

H. Contributions and Donations Prohibited

The collection of money (cash, check, or credit card) on site as any form of contribution, donation, or ticket sale circumventing the VPAC Ticket Office is not permitted. The collection of donations and contributions is not permitted whether voluntary or otherwise.

I. Concessions and Catering

All food and drink for audience consumption in the lobby, whether concession sales or otherwise distributed, must be provided by a licensed food services provider. The University caterer, Orange Grove Bistro, reserves the right to provide these services for all events in the VPAC managed facilities. Renter may not sell or serve concessions or catering, including but not limited to privately purchased items, homemade food, snacks, and beverages on University property. Absolutely no alcoholic beverages are to be sold, given away or brought on the premises by Renter.

Catering and Concession services are provided by a **separate contract**. To arrange for these services, Renter must advise the VPAC Rental Associate and contact the Catering Manager at the Orange Grove Bistro at 818.677.2076 four (4) weeks in advance to make appropriate arrangements.

J. Audience Seating – Food and Drink

No food or drink is permitted in the audience seating areas of any venue at any time.

K. Lobby and Venue Displays

Lobby displays, posters, and information tables are not permitted without prior VPAC executive management approval. If approved, the specifics will be included in the *Rental Agreement*.

L. Signage

The posting of any signs or banners on or in any VPAC venue is prohibited. Renter proposing “way-finding” or other campus signage for large complex multi-venue events may be required to prepare and gain the University’s approval of a comprehensive signage program.

L. Cameras and Recording Devices

The Director of Audience Services must be notified in advance and approve of photography or recording of any kind during a performance from anywhere in the House area. If photography or recording is desired, the Renter must provide a release permitting such recording signed by the Artist or Artist’s management. Photographs or recording, by any device, will not be permitted in any House seating area including any aisle, crossover, or box seat area of a venue.

Renters are welcome to take photographs or make an audio or video recording of the event or a portion of it at a **rehearsal** for the event.

A Renter wanting to take photographs or make an audio or video recording of the event, or a portion of a **performance**, may only do so with advance VPAC management approval for specified locations in each venue. Renters wanting to visually or audio record a performance in any manner must request approval to do so at the initiation of the contract process in order to receive approval and to have that included in the contract.

N. Unruly or Objectionable Persons

The VPAC management reserves the right to have removed from its facilities any individual whose behavior is offensive or disruptive to other participants or whose actions are deemed detrimental to the safety and security of any person(s) or property on site. The VPAC will not be liable to the Renter for any damages which might result from such removal.

O. Children and Infants

The VPAC believes in exposing young people to the performing arts at an early and appropriate age. We encourage patrons to prepare their children for the experience by explaining basic audience etiquette to them. All attendees of a performance no matter how young must have a ticket to be admitted to a performance. For safety purposes, the VPAC Audience Services staff reserves the right to re-seat patrons who are 8 years old or under in seats other than the front row or box seats of the Balcony and Loge. Any audience member who is disruptive to other patrons will be asked to leave the performance hall, accompanied by an adult, if deemed appropriate.

P. ASL Interpreter

American Sign Language (ASL) interpreter(s) must be provided if requested by an audience member requiring such assistance. Upon receiving such a request, the VPAC will arrange for the services of an ASL interpreter(s) and include the cost of this service in the Renter's facility costs invoice.

Q. Service Animals

Service animals are permitted in all VPAC venues as a reasonable accommodation under the Americans with Disabilities Act. Seating for patrons requiring assistance from service animals will be made available in pre-determined locations in each venue.

R. Emergency Medical Treatment

The VPAC venues are equipped to provide First Aid for minor injuries. Any usher may be contacted for assistance.

The VPAC reserves the right to determine if, and which, emergency medical personnel must be on site for an event. Renter will be responsible for the cost of such personnel if they are required.

Should a medical emergency take place inside a performance space during an event, it will be the purview of the House Management to decide whether the performance should be stopped while the medical emergency is resolved. The Director of Audience Services, or the House Manager will contact the stage manager to stop the performance.

The VPAC reserves the right to determine if Paramedics/Emergency medical personnel need to be called for a specific incident. The Director of Audience Services or the House Manager will make this decision.

Any expenses incurred from emergency service whether on site or called in will be the responsibility of the person(s) treated.

S. Skateboards, In-Line Skates, scooters, strollers, bicycles, and any motorized vehicles not needed for persons with disabilities are not allowed inside any VPAC facility. Such items will be checked and returned at the convenience of staff at the conclusion of the performance.

T. Lost and Found

Found articles are retained for a sixty (60) days. Patrons seeking to inquire about a lost item should contact the Director of Audience Services.

8. Production Requirements for Rental

A. Stage Requirements

No later than eight (8) weeks prior to the Renter's first date on site, all specifications of technical requirements for the event must be delivered to the Director of Production. Unless specific requests for additional equipment are included, the event will proceed with existing venue equipment. The Renter is ultimately responsible for ensuring that the needs specified in any performance agreements are provided. If additional equipment and material are required and not provided by the Renter, then at the written request of the Renter, the VPAC staff will arrange for any needed material and equipment. All direct costs of this equipment and material plus an administrative fee will be assessed to the Renter.

B. Appropriate Staffing

The VPAC management for the facility will determine appropriate staffing for the event, based in part on requirements outlined in any technical rider or other specification for the event. At no time will staffing levels be reduced below levels deemed safe by the VPAC facility management for the operation of the venue and its equipment. The VPAC staff will be scheduled within California State University employment policy.

No individual will be scheduled to work more than five (5) hours between meal breaks, and meal breaks must last one (1) hour.

C. Loading Access and Storage

Loading access to the facility will be determined by the Director of Production Services.

Delivery of material for the Renter's event will not be permitted prior to the Renter's contracted first date on site without consent of the facility management, and under no circumstances will any delivery be permitted to interfere with other use of the facility.

The VPAC venues do not have storage space to accommodate the Renter's equipment, material, sets, props, wardrobe or any other supplies beyond the period under contract. The VPAC bears no responsibility or liability for failure by the Renter to coordinate delivery, storage and removal of Renter's material and equipment.

Material and equipment for the Renter's event must be removed by the end of the scheduled access specified in the facility rental contract. Packages may be left for pick up by a shipping contractor (e.g. UPS, Fed Ex) no later than the end of the following business day, and the VPAC bears no responsibility or liability for the safekeeping of any goods left in its facilities. Any material left in a facility after the Renter's contracted last day on site will be disposed of at the discretion of the facility management. All costs of such disposal are the responsibility of the Renter.

D. Stage Entrances

Safe practices stage entrance for the Renter's event will be determined by the facility management. This stage entrance must be used by the Renter's personnel during their event. To ensure the security and safety of the facility and its staff, the Renter is prohibited from propping or holding open any fire exit or security door.

E. Safety Specifics

Safe practices for events in the VPAC facilities are subject to the judgment of the facility management and technical staff and are governed by applicable policy and regulation. Applicable references include: Standard Building Code, National Fire Prevention Association 101- Life Safety Code, Occupational Safety and Health Administration regulatory codes, and the Americans with Disabilities Act Advisory Guide.

Emergency Egress: Pathways to emergency exits from the venue and the facility cannot be blocked or restricted. Signs and lighting indicating emergency exits cannot be masked or otherwise obscured.

Emergency Response: Should emergency personnel (police, fire fighters, EMT's) require access to any area of the facility, they must not be hindered in any way.

Fire Retardance: The Renter must ensure that material used for an event in any venue managed by VPAC be either inherently non-combustible or fire-retardant, or treated appropriately to render the material fire-retardant. The Renter will certify that all material used for an event meets the standards for fire safety outlined in NFPA Life Safety Code, "Flame-Retardant Requirements." A copy will be provided on request. The management of the VPAC venues reserves the right to deny access to a venue if this condition is not met.

Open Flame and Pyrotechnic Effects: Open flame, weapon and pyrotechnic effects of any kind are not permitted without the specific, written consent of the Director of Production. Pyrotechnic effects require the presence and direct supervision of a licensed pyro-technician, provided and certified by the Renter. Safety requirements for any such use will be determined by the venue management in consultation with the LAFD Fire Marshall and the Department of Environmental Health and Safety for California State University, Northridge. If use of any open flame effect or pyrotechnic effect is desired, the Renter must deliver written notification to the venue management no later than two (2) weeks prior to the Renter's first date on site.

Fire Curtain: The operation of the fire curtain in the VPAC venue cannot be impeded in any way. Nothing can be placed in the path of the fire curtain for any purpose during an audience event. No combustible scenery can be placed downstage of the fire curtain for an event.

Hazardous Materials: The Renter shall not bring onto University property, nor allow other associated with the event therein authorized to bring on University property, any hazardous chemicals or other potentially hazardous materials without the written permission from the University's Environmental Health and Safety Manager. The need to obtain any permit or other form of federal, state, city, county, or other clearance shall be the sole and independent responsibility of Renter. The Renter shall be responsible for any fees, charges, or other cost associated with the requirements of this paragraph.

Electrical Safety: Electrical wiring and safety codes (National Electrical Code) will be followed. At no time will the VPAC permit electrical work or installation which risks injury to staff or damage to facility and equipment. The following are among specific excluded items or practices: exposed electrical conductors, inadequately organized cable, electrical overload of equipment, unsafe mechanical stresses on electrical cable or equipment. Only authorized CSU or VPAC technical staff are permitted to install power tie-ins to Company Switches in the VPAC venues.

Sound Safety: Sound levels exceeding 98 dB will not be permitted under any circumstances.

Rigging Safety: All rigging work in the VPAC managed venues will proceed within accepted performing arts industry standards for safe and effective theatre rigging. Only authorized VPAC technical staff, or professional riggers who are approved by the Director of Productions Services, will be permitted to operate the rigging equipment and systems in the VPAC venues. The Director of Productions Services will determine safe rigging practices in the VPAC venues.

Personnel Lifts: Personnel lifts in use at the VPAC venues shall be operated only by qualified VPAC technical staff. Lifts must be operated according to the manufacturer's specifications. Outriggers must be installed at all times when the lift is raised and the lift must be lowered before rolling it.

Work Safety: Safe work practices will be subject to the judgment and oversight of appropriate VPAC technical staff in each venue within the standards and regulation defined by the Occupational Safety and Health Administration and other applicable agencies.

Facility Capacity and Crowd Safety: The VPAC will determine the staffing and security measures for an event to ensure safe crowd management and control. Under no circumstances will the Renter, its staff or performers be permitted to create or incite unsafe conditions for an audience in a VPAC venue. No venue, portion of the venue, room or other space, whether Front of House or Back of House, will be permitted to exceed its allowable capacity.

F. On-Site Construction

On-site construction which creates dust, chips, smoke, spray or the like is not permitted in any VPAC venue stage or seating area. Limited modification, touch up and maintenance may be permitted with the direct supervision of facility technical staff. No work is permitted which might leave stains or other marks.

G. Cleaning of Audience Seating Areas

The Renter will be responsible for any needed clean-up of audience seating areas due to their use during installation and rehearsal for an event. Should additional maintenance and cleaning of the audience seating areas be required because of the Renter's failure to clean up after such use, the Renter will be responsible for any cleaning and maintenance costs. Food, drink and storage of material in the audience seating areas is prohibited.

H. Audience Seating Areas-Flexible Configuration

For venues requiring installation of seating for the event (e.g. VPAC), audience seating plans must be reviewed and approved by the VPAC Director of Production Services no later than two (2) weeks prior to the Renter's first day on site. Audience seating plans must meet the requirements of the Standard Building Code, NFPA 101 – Life Safety Code and the Americans with Disabilities Act.

I. Photography, Recording, Radio, Television and Film

The Director of Production Services must be notified in advance and approve of photography or recording of any kind during a performance from any stage area. If photography or recording is desired, the Renter must provide a release permitting such recording signed by the Artist or Artist's management. Additional charges and restrictions may apply.

J. Volunteers

Any persons not employed by the Renter but participating in stage operations for the Renter as volunteers will at the discretion of the Director of Production Services become a volunteer of CSUN VPAC staff for the duration of the Renter's event. Such persons must provide any needed information and documentation and successfully complete whatever training is deemed necessary by VPAC. The Renter must provide a list of all technical personnel and volunteers at least two (2) weeks prior to the event.