



Empress Theatre, Vallejo California

Managed by Vallejo Community Arts Foundation, Inc.  
A Nonprofit Public Benefit Corporation

## Rental Policies

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## OVERVIEW

**INTRODUCTION** - This document exists as a way to avoid misunderstanding between the parties to a rental contract for events at the historic Empress Theatre. It is in that spirit that our policies are clearly set out below. It is not intended to intimidate nor to imply that your event or organization may infringe on any of the theater's rules or regulations and is simply a good faith effort to ensure your event and organization's best success at the Empress. Clear communication is essential to a successful performance. Most of our policies are industry standard, but are also very important to us to ensure the highest quality of performance for you and the security of our venue. And as the operator of the Empress Theatre is a small nonprofit organization, probably much like yours, our rental rates and payment policies are in place to ensure our survival—and that of the Empress—to be able to entertain, educate and delight Vallejo and Bay Area residents for years to come. We've designed the theater's fee structure to charge for the actual personnel and time needed for your particular event. We believe this is far more fair and equitable than charging a much higher all-inclusive rental fee.

## GENERAL POLICIES

**PARTIES TO AGREEMENT** - Vallejo Community Arts Foundation, Inc (VCAF), a California nonprofit public benefit corporation, is the entity that operates the Empress Theatre, hereafter referred to as "the Empress". VCAF provides the Empress Theatre and its services to "the applicant" on a rental basis only. The applicant is the party signing the contract and responsible for all business dealings including payment. VCAF reserves the right to refuse rental of the Empress for any use which VCAF, and solely VCAF, deems undesirable or incompatible with its operation, mission or long term goals or which are in direct conflict or competition to the organization's own programming or that of already confirmed bookings. VCAF reserves the right to require references and to research past events in which the applicant, act and/or subcontractors have been involved. VCAF does not allow its name or logo or that of the Empress to be used without its written permission except as it applies to that specific rental and conforming to the regulations presented within this document.

**NONDISCRIMINATION** - Applicant will not discriminate against, segregate, refuse admittance to nor provide biased or even preferential treatment on the basis of race, color, creed, religion, sex, age, handicap, medical condition, sexual preference, gender identity, marital status, ancestry or national origin of any person. This includes in programming and program content or philosophy and specifically prohibits programming promoting or advocating discrimination, violence or biased treatment based on any of these classifications.

**PRIMARY PARTNERS** – Primary Partners are those select individuals or organizations who have made a written pledge to make the Empress Theatre their home performing base and will utilize the theater a designated minimum number of times during a calendar year. Being designated a Primary Partner gives an organization preferential rental rates and the ability to hold dates before other promoters and renters can. Primary Partners may also hold signed contracts with the theater specifying various arrangements and fees differing from those contained in this document. For more information on Primary Partner status requirements or to apply, please contact the theater's General Manager.

**DAMAGE TO FACILITY** - The applicant is responsible for all damage to the facility caused by, or as a direct result of their event, by artists, guests, patrons, staff, crew, volunteers, subcontractors or others. This specifically includes but is not limited to damage to curtains, projection screen, masking, bathrooms, dressing rooms, seats, stage, sound equipment, lighting equipment and furnishings. Applicant is also responsible for lost revenues due to damage.

**HOLD HARMLESS** - Applicant shall indemnify and hold harmless Vallejo Community Arts Foundation, Inc; Empress Sublessee, LLC; Empress Theatre Master Tenant, LLC; and Empress Theatre Associates, LLC including any of our contractors, employees, agents, officers, volunteers or members against any and all liabilities, suits, damages, actions and/or claims (including attorney's costs) arising out of the applicant's use of the theatre. This includes, but is not limited to damage to property or injury to any patron, event attendee, applicant, applicant's employee, applicant's volunteer, applicant's subcontractor, and/or applicant's agents as well as others. This also includes any contractual obligations, including but not limited to artist fees, film rental fees, equipment rental, copyright holders and/or advertising firms.

**LIABILITY** - Vallejo Community Arts Foundation, Inc; Empress Sublessee, LLC; Empress Theatre Master Tenant, LLC; and Empress Theatre Associates, LLC including any of our contractors, employees, agents, officers, volunteers or members are not liable for any damages, including consequential damages, for their failure to perform as stipulated in this contract due to circumstances beyond the control of the above organizations, including but not limited to equipment failure. In any event, any monies returned to the applicant shall be limited to the contracted rental amount.

**ANIMALS** - While we love our animal friends, too, except for seeing-eye and other guide dogs or animals used in on-stage performances, animals of any kind are not allowed in the Empress Theatre either front-of-house or in the dressing rooms or backstage.

**DISRUPTIVE PEOPLE** - The Empress reserves the right to eject, or cause to be ejected from the premises, any person or persons engaging in disruptive, loud, belligerent or threatening conduct—whether patron, staff, crew, performer, volunteer, producer or others. The Empress reserves the right to refuse admission to any person displaying the above behaviors or who appear intoxicated or under the influence. The Empress shall not be held liable for any damages to the applicant through exercising this right.

**MODIFICATION** - This "RENTAL POLICY HANDBOOK," "CONTRACT DOCUMENT," "BOX OFFICE RIDER" (if any) and "FEE SCHEDULE" represent the entire agreement between the parties and any term not expressed herein is not intended to be part of this agreement. This contract may be modified in writing only, signed by an authorized VCAF representative and the applicant. The terms of the contract are subject to any special arrangements as listed under "special terms" on the contract document.

## **BOOKING & PAYMENT POLICIES**

**RENTAL & LABOR RATES** – The Empress Theatre's rental and labor rates are established by the Vallejo Community Arts Foundation's Board of Trustees, are subject to various labor contracts and are nonnegotiable. Primary Partners, as defined above, have some latitude to negotiate rates specific to their organization's use of the facility. All other events are subject to the theater's then-current rates as published on the theater's website.

**HOLDS & BOOKING** – The Empress Theatre does not accept holds on event dates without payment. Only once a rental deposit and signed contract have been received by the Empress Theatre is a date fully secured. Dates may be booked up to one year in advance. Organizations designated as a "Primary Partners" have the advantage of securing dates up to two years in advance. At the discretion of management, the theater may temporarily hold a date for a rental client for up to 10 days while the client is negotiating talent routing or other date-specific production matters related to that date. However, if a second theater client makes a request for that same date, the original client holding that date will be notified and that they have 48 hours to submit a signed contract and full payment of the required deposit or the date will be forfeited and given to the other party. This service is discretionary and solely intended to assist theater clients in the scheduling of performance dates. No date is considered secure until contract and payment are received by theater.

**DISCRETIONARY BOOKING** – At the discretion of theater management, requests for rental may be denied if the proposed event presents a potential conflict to the target market of a previously scheduled event or competes with in-house programming or long-standing events of outside producers. Similarly, management reserves the right to approve all performance content and activities to ensure appropriate standards of quality and decency. Management reserves the right to deny or revoke any rental agreement at any time and for any reason.

**PAYMENT POLICY** - All checks should be made out to "Empress Theatre." Payment of the Rental Deposit is required before a date is considered confirmed at the Empress. The remainder of the rental fee and any other rental costs including estimated labor must be paid not less than 30 days prior to the event date or the event will be cancelled. The Cleaning and Damage Deposit, if not included with rental fee, should be paid by cash or certified check no less than 10 days prior to the event, but in no case may an event begin load-in until this payment has been received. A final bill will be generated within 10 days of the event showing all labor, overtime or additional charges. This final bill is due and payable upon receipt. Amounts due will be deducted from the box office settlement, if any. If the funds generated by the box office are not enough to cover the expenses or if the Empress Box Office was not used, payment must be

received within 10 calendar days of invoice date. It is Empress Theatre policy to turn all accounts over to collection immediately following the 10-day payment window without exception.

**REFERENCES** - VCAF reserves the right to require and process business references, contacts and venue production references and to research past events in which the applicant, act and/or subcontractors have produced similar events.

**NON-PROFIT ORGANIZATION DISCOUNTS** – The Empress Theatre has reduced its rental rates to a bare minimum level that does not allow for further discounts. However, the theater has started a fund, paid in part through patron box office surcharges, from which to make grants to worthy organizations and endeavors that meet the grant requirements. These grants are for the purpose of allowing an individual or organization to bring quality programming to the Empress Theatre that it might not otherwise have been able to afford or that it deems to risky without some or all of the production costs offset. More information on this grant program will be available in late 2010 as the fund reaches a level that can begin making grants in 2011.

**FUNDRAISING/WORTHY CAUSE EVENTS** – The Empress Theatre is not available for lower-cost nor free use. Our rental rates have been structured to be equitable and reasonable and are generally lower than other similar facilities within the region. The theater has started a fund, paid in part through patron box office surcharges, from which to make grants to worthy organizations and endeavors that meet the grant requirements to offset some or all of their production costs. More information on this grant program will be available in late 2010 as the fund reaches a level that can begin making grants in 2011. When and if this grant program becomes available, notice of it will be posted on the theater's website at [www.empresstheatre.org](http://www.empresstheatre.org) along with requirements, application deadlines and other qualifying information. Our rental rates are established by our Board of Trustees and are non-negotiable.

**CANCELLATION** - In as much as the Empress is reserving the theater for applicant's event, we are denying it to others. Therefore the following cancellation policy is strictly enforced: The applicant may cancel the event at any time up to 60 days before load-in with loss of deposit only (plus any expenses incurred by the Empress Theatre). Cancellation of the event with less than 60 days notice will cause applicant to be liable for the entire rental amount. The Empress retains the right to cancel this contract with written notice at any time for cause. "Cause" may include, but is not limited to: Misrepresentation of the event, lack of insurance, bounced check, unsatisfactory reference checks, threats of violence or actual violence to any Empress employee or subcontractor by applicant's employees, invitees or subcontractors, threats of damage or actual damage to the Empress Theatre by applicant's employees or subcontractors, damage or theft of Empress property by applicant's employees or subcontractors, safety concerns as determined by Empress staff, or failure to abide by the terms and conditions of this rental contract. Cancellation by the Empress for cause will result in the loss of the entire rental amount. Cancellation of the event, for any reason, entitles the ticket purchaser to a full refund, including service charges, payable at the place of ticket purchase within 48 hours of the date of cancellation. Applicant will be responsible for the cost of any service charges refunded to the ticket purchaser and any costs incurred to date by the Theater.

**CLEANING & DAMAGE DEPOSIT** - A security deposit is required of all applicants using the facility. This deposit is in addition to the rental deposit and must be paid by cash or certified check before load-in may begin, and will be refunded by check, less any amount due to us, with the regular 10-day box office settlement. The amount of this deposit will be found on the face of your rental contract. Applicant is liable for any damage or cleaning costs associated with their rental beyond the amount deposited and agrees to pay such costs immediately upon presentation of bill.

**INSURANCE** - The applicant is required to maintain a minimum \$1,000,000 liability insurance policy. The applicant must secure the policy as the Empress does not provide insurance. The theater can provide the name and contact information of companies that can provide such insurance on a one-day or one-event basis. The following language must be used to list our organizations as additionally insured with respect to applicant's event:

Vallejo Community Arts Foundation, Inc; Empress Sublessee, LLC; Empress Theatre Master Tenant, LLC; and Empress Theatre Associates, LLC including any of our contractors, employees, agents, officers, volunteers or members

Proof that the policy is in effect should be furnished to the Empress in the form of a "Certificate of Additionally Insured" along with the signed contract, but in no event less than 10 days before load-in to allow time for corrections if needed. VCAF: reserves the right to demand a copy of the actual policy. Should such a certificate not be received within 10 days of the event, the event will be cancelled without refund to the applicant. If you do not currently have such a policy

in place, the Empress can furnish you with names of companies who can issue you such a policy on a one-time basis. State and Federal agencies may instead submit a letter stating that the above parties are held harmless with respect to the contracted event in lieu of an insurance certificate. NO CERTIFICATE MEANS NO EVENT. There can be no exceptions.

## **BOX OFFICE POLICIES**

**EMPRESS BOX OFFICE REQUIREMENT** - The Empress Theatre maintains its own box office operations for all events held at the Empress. Use of our box office service is required for all Empress events and is subject to the terms of the Box Office rider to your contract. Once your show has been confirmed and your deposit has been received, your show will be built into our system for advance sales through our Box Office, website, retail locations and phone sales center. The Empress Theatre will staff the box office on the night of your event for walk-up ticket sales and will-call ticket pick-up. The Empress will provide a settlement report on the night of the event with a breakdown of all tickets sold. Ticket monies collected by the Empress will be settled with you within 10 days after the event date. Box office fees in the amounts specified in the Box Office rider to the contract will apply to all tickets sold through the Empress Theatre Box Office and will be automatically charged to your rental contract. Applicant will be responsible for any and all customer credit card charge-backs for ticket purchases made through our Box Office. The Empress Box Office reserves the right to add standard service fees, required of all purchasers, to the cost of your tickets at the time of transaction. All service, handling and other fees remain the property of the Empress Theatre or our service providers. Subject to the approval of the Empress, you may have hard tickets printed by the Empress (the quantity of hard tickets generated will automatically be deducted from the quantity available for sale on our website, retail sales locations, phone center and box office) for sale at up to two alternate ticketing locations, provided that no electronic or hard ticketing system is used, no additional service charges or fees are added, and patrons are not upcharged a higher rate. The charge for hard ticket printing is specified in your box office rider.

**NO TICKET SALES WITHOUT SIGNED CONTRACT** – No tickets for an event advertised to take place at the Empress Theatre may be sold without a signed contract and fully paid deposit. Additionally, tickets for any event at the Empress Theatre may only be sold through our Box Office operations or via tickets consigned from our Box Office. Applicant or applicant's organization or outside service providers may not sell tickets for any event at the Empress without prior written consent of our Box Office.

**TICKETS** – Only tickets created and distributed by the Empress Theatre Box Office will be accepted for admission. Each ticket sold, either by the theater's box office or the facility client if consigned to client, requires the collection of the theater's Historic Facility Surcharge as listed in the event's Box Office contract.

**SELLING TICKETS FROM YOUR WEBSITE** – Upon approval of the Empress Theatre Box Office, you may be allowed to sell tickets to your event via your organization's website. A qualified webmaster can easily add the code to your site enabling your site to link into our ticketing system and sell tickets directly from your web page. However, the Empress Theatre alone will determine if your site qualifies to be able to sell tickets through our box office. Should such an arrangement be agreed to by our box office, you agree not to engage in unfair marketing of your website or ticket sales, such as sending unsolicited commercial emails (spam), using bait & switch tactics to drive traffic to your website, nor sending more than two emails per month to your opt-in lists regarding your event.

**EVERYONE MUST HAVE A TICKET** – Everyone who enters the theater's lobby or auditorium must have a ticket to enter regardless of age (applies also to babes-in-arms). No one may be "walked in" by your producer or other staff.

**AGES FOR CHILD & SENIOR RATES** – Should you choose to have special Child and/or Senior rates for your event, the Empress Theatre's standard ages limits for these rates apply. Children are considered anyone ages 12 and under. Seniors are anyone ages 62 and older. Student discounts, should you choose to make them available, must be given to any student, regardless of age, showing a student ID Card. This would include elementary, high school, college and adult education students.

**CAPACITY** - The normal capacity of the auditorium is 468, including all complimentary and give-away admissions. If the main stage extension is to be used for your event, or if the removable rows of seats are to be taken out for any reason, this number will be reduced. If the production requires that any seating areas be used for sound, lighting or

other equipment, the capacity will also be reduced. Large numbers of performers may reduce your authorized capacity. Do not oversell or over comp your show. Authorized capacity is stated on the front of your contract, specific to your event. The Empress retains 100% of all admission revenue in excess of contracted capacity.

**SEATING** - The Empress Theatre has three seating options.

General Admission: "first come first served", no seats reserved.

Reserved Section: different tickets (usually at different prices) are sold for different sections, most commonly upper and lower, also called orchestra and balcony. Lower section may be reserved seating, the upper section will be general admission. Extra ushers are required for reserved section seating events.

Reserved Seating: A ticket is issued with a seat number corresponding to a specific seat in the auditorium. Different ticket prices may be charged for different sections. Extra ushers are required for reserved seating events.

Please note that our box office will only allow consignment tickets to be sold by applicant or outside sales team for general admission or reserved section general admission events. If reserved seating is chosen, sales will only be via the theater's box office, retail locations, phone center and website. No consignment sales will be allowed. Seating option may not be changed once tickets have gone on sale, so please make your decision carefully.

**DISABLED SEATING** - Disabled seating areas must be priced at the lowest ticket price. Wheelchairs take up the space of two seats but are only required to purchase one ticket. One companion ticket may also be purchased for this section. Four wheelchair tickets, and their accompanying companion seats, must be held until 30 minutes before show time, unless event is sold out.

**HOUSE RESERVED SEATS** - The Empress reserves the right to a maximum of 4 admissions to each event held at the Empress Theatre. These admissions do not affect your capacity which is stated on your contract. These admissions are for use by the Empress with no restrictions. Additionally, the Theater will retain up to 6 seats for House Management to use in the case of double-seating or unhappy patrons.

**TICKET REFUNDS** – In general, the Empress Theatre maintains a "no refunds, no exchanges" ticket policy. The theater reserves the right to determine when ticket refunds, in full or in part (including any service charges), may be made. Sufficient cause shall include, but not be limited to: lack of seats, seats blocked by equipment when exchange for comparable location is not possible, act substitution, show not as advertised, failure of equipment, failure to open doors or start show within a reasonable period of time as scheduled. The applicant is responsible for any service fees or other costs so refunded to ticket purchaser.

## FRONT-OF-HOUSE POLICIES

**INTERMISSIONS** - The Empress may require that your show take an intermission. Revenue from our concessions & bar sales are used to help offset the cost of operating the facility and directly affects the rental rates charged to the end user. A charge will be made for failure to take an intermission if required by your facility rental contract.

**THEATRE CONCESSIONS** - The Empress reserves the exclusive right to operate the snack and soft drink/beer/wine/cocktail concessions areas and bars, provides all staff to operate and retains 100% of the revenues derived from concessions. If the applicant desires the snack or bar concessions to remain closed, a charge may be made. No food or beverages may be sold, catered or be provided to guests free-of-charge without express written permission of the Empress Theatre. Additional charges may apply. No outside food or beverages may be brought into the theater by patrons.

**MERCHANDISE SALES** - The Empress will allow the artist's merchandising representatives to sell t-shirts, records, tapes, CD's and souvenirs. The Empress can provide a table & chairs if requested in advance. The Empress retains 15% for recordings and 20% for all other merchandise of the gross sales as a hall percentage. This information must be forwarded to the artist's merchandising representative. The applicant is responsible for this percentage if the merchandising representative underpays or refuses to pay. No give-away stickers are allowed. If the artist or their representatives wish to have the Empress Staff sell merchandise through our systems and accept credit cards on their behalf, a hall percentage of 25% of all items plus staff wages will be charged.

**USHERS & TICKET TAKERS** - For general admission, the Empress requires 1 ticket taker and 2 ushers per 200 patrons. Reserved seating or reserved section events require additional ushers. For all events, an Empress staff House Manager is required, other ushers can be provided by the Empress or the applicant (provided they have completed the Empress's routine front-of-house training). The Empress's ushers are not security staff.

**CATERING & ALCOHOL** - This section applies to catering and alcohol to event patrons. This does not apply to catering for production staff and crew. Catering (without charge for food) is allowed at an event provided the catering personnel clean up after the event. A catering fee will be charged by the Empress. The Empress can not provide ice for catering. No utensils, glassware, dishes, or platters are provided. No propane gas, Sterno or other open flame may be used for cooking, heating or warming. No deep frying is permitted. Power for catering is limited to 2 20 amp circuits in the location of the snack bar. ALL ALCOHOLIC BEVERAGES MUST BE SERVED BY THE EMPRESS THEATRE. THIS IS AN "ALCOHOL BEVERAGE CONTROL" LICENSE REGULATION AND WE DO ENFORCE IT. All alcohol for entertainers must remain in the dressing rooms or in the "back stage" area. The applicant is responsible for preventing under-age and "out of control" drinking. Alternatively, The Empress maintains a relationship with the restaurant adjoining the theater, and can make catering arrangements for you directly.

**PROHIBITED DECORATIONS** - The following decorations are specifically prohibited from the theatre building: confetti (static and cannons), glitter, stickers, spray paint, liquid paint, light sticks and other liquid-filled glow-in-the-dark objects, burning objects (including candles) and helium balloons. No bunting, tissue paper, crepe paper or any other combustible material may be used. Additionally, only approved methods may be used to affix signs, decorations or other objects to any surface, seat or fixture within the theater. Failure to use approved methods will subject your event to the cost of repairs for damages. The applicant is responsible for picking up all decorations. The applicant must submit a decorating plan and obtain approval of all decorations from the theatre manager in advance of the event. No tape, staples, holes or nails will be permitted. Any costs associated with a violation of these rules (such as cleaning up confetti or retrieving helium balloons from the ceiling) will be charged to applicant at double the theater's cost.

## **PUBLICITY & MARKETING POLICIES**

**CONTRACT & DEPOSIT REQUIRED TO ADVERTISE** – No event taking place at the Empress Theatre may be announced, publicized or advertised in any manner what-so-ever (including "save the date" announcements) until a fully executed rental contract and full deposit is on file. Use of the Empress Theatre name, logo and likeness in any unauthorized marketing is an infringement of trademark law and subject to strong state and Federal penalties.

**CITY POSTER LAW** - Vallejo Municipal Code Sections 12.36 & 16.64 provide for fines to be imposed on those persons posting advertisements on public or utility property (ie. utility poles) without a permit. These fines & other remedies would pay for the removal of such signs. The Empress does not authorize, cause, permit, encourage, direct, recommend or approve the posting of signs on public or utility property. The Empress does not authorize the use of the Empress Theatre name, logo or likeness on any materials used in this manner.

**USE OF NAME & LOGO** - The Empress name, logo and likeness are trademarks and may never be used without permission. Only the theater's full name may be used in connection with an event that has been confirmed to be held at the Empress. That means a signed contract and full deposit must have been received prior to any advertising bearing the theater's name being released. The correct full name of the theater is "Empress Theatre" and the full name must be used on all advertising materials. The street address (though not mailing address) is 330 Virginia Street, Downtown Vallejo California. The theater's logo and likeness may not be used in connection with any event not produced by the theater itself.

**APPROVAL OF ADVERTISING** – The Empress reserves the right to review and approve, in advance, the content and design of all advertising and promotional materials that refer to the Empress Theatre or any event held here in any manner whatsoever.

**PUBLICITY BY THE EMPRESS** - The Empress is under no obligation to provide publicity for applicant's event. However, we may choose to include applicant's event in our regular weekly and monthly calendars, advertising, email event lists and on our website unless specifically directed not to do so in writing by applicant at time of contract signing. All events making use of our Box Office services will be listed on our website for on-line ticket purchasing.

**MARQUEE** - The Empress Theatre marquee is available for announcing your event according to the following policy: The East facing side of the Marquee announces the current day's event(s) or the current week's event(s) as space allows. Your event will appear on this side of the marquee when it becomes the next event at the Empress Theatre. The West facing side of the marquee announces upcoming events. Your event may appear on this side of the marquee, as space allows, in the days or weeks leading up to your event. Please be aware that events with paid tickets sold through the Empress Theatre Box Office will have priority over all other events in deciding when and if an event will appear on the theater's marquee. Unticketed events or free events may only appear on the marquee on the actual day of the event and if space permits. Private events generally do not receive any marquee recognition. Marquee space can be purchased for events that otherwise would not qualify for marquee placement at \$200 per marquee change and \$100 per additional day of placement. In all cases, marquee space is limited to one line of 32 characters and spaces. Empress Theatre staff alone will determine when and if an event will appear on the marquee and reserves the right to edit marquee announcements for length, content and grammar. In general, the Empress does not allow the marquee to be used to announce events not held at the theater or for birthday wishes or other public announcements.

**POSTER CASES** – The Empress has eight poster display cases on the front facade of the theater. These poster cases may be used to announce your event according to the following policy: The two main poster cases on the columns flanking the theater entrance announce the "now playing" and the "coming next" attractions. If events run in repertory, such as a film interspersed with a live event, both cases will be used to display currently playing events. Certain of the poster cases are reserved for the exclusive use of the Empress Theatre or our Primary Partners. The remaining poster cases will be used to advertise upcoming events. It is the responsibility of the applicant to produce a poster to appear in these cases should they wish their event to be advertised in the poster cases. Should no poster be furnished, the poster space will be given to another event. Once another poster is placed in the case, applicant will have lost the right to this display space. To ensure this does not occur, applicant should provide event poster to the Empress no less than 30 days (but no more than 60 days) in advance of their event. All posters must be either 60" tall by 40" wide with no critical information contained in the outside 1½," OR 40" tall by 27" wide (the size of a movie poster) with no critical information contained in the outside 1" as this area may be cut off by the poster clips holding the poster in place. The Empress Theatre staff alone will decide which case and when to display applicant's event poster. The theater staff reserve the right to maintain editorial control over the posters displayed and to choose not to display posters that, in our sole discretion, we deem inappropriate. The cases' poster clips are the sole acceptable form of mounting for posters in the display cases, so the size and mounting instructions contained in this section must be followed exactly if your poster is to be displayed in the case. Should you need poster design or printing/mounting services, the Empress Theatre can furnish you the name of a graphics firm who can help. Empress Theatre staff alone will determine when and if an event will appear in the poster cases and reserves the right to edit or prohibit announcements based on length, content and grammar. To prevent confusion, the Empress does not allow posters to be placed at the theater to announce events not held at the theater or for birthday wishes or other public announcements.

**SPONSORS & ON-SITE ADVERTISING** – The Empress Theatre reserves the right to approve any sponsor recognition and to refuse clients sponsorships if such sponsorships conflict with theater's sponsor relationships or are deemed inappropriate or incompatible with the theater's standards or programming. Further, the theater reserves the right to view and approve, in advance, any advertising material to be displayed or distributed on theater property.

## **PRODUCTION POLICIES**

**DOOR & SHOW TIMES** - Doors shall open one half-hour before contracted show time unless agreed to in writing in the rental contract. The penalty for failure to open the doors or start the show on time for any reason shall be \$200/hour, chargeable in 15 minute / \$50.00 increments, plus any applicable additional staff, equipment or venue rental time. As noted in the section entitled TICKET REFUNDS, such delay is also grounds for refunding of tickets to your patrons. Please be sure to schedule your event set-up with this in mind.

**SAFETY** - Applicant is responsible for providing a safe environment for everyone involved. Empress Theatre staff reserve the exclusive right to determine what constitutes a safe environment. Any aspect that Empress Staff determine is unsafe must be rectified immediately or the load-in or show will be suspended immediately until safety is

restored. Empress staff will be especially concerned with loading practices, hanging objects, flammability and fire safety, electrical usage, connections and equipment, and crowd control. Please review these items with staff in advance to ensure no onsite problems on the day of your event.

**FIRE SAFETY** - The Empress Theatre enforces fire protection safety codes and is subject to inspection by the State Fire Marshall and the City of Vallejo Fire Department. Due to the theater's historic nature, this is an unsprinklered building, and as such is frequently inspected by the Fire Marshal to ensure compliance with fire regulations. NO PYRO DEVICES OR OPEN FLAME, INCLUDING CANDLES, are allowed in the theater. All fire aisles and exits must be kept clear of equipment and people. Empress Theatre technical staff will clarify exiting clearances, but the ultimate authority is the City of Vallejo Fire Department and the office of the State Fire Marshall, who may modify these requirements without recourse. No smoking is allowed anywhere in the building, including dressing rooms. There is no standing allowed in the aisles, or on the stairs in the upper section. This will be enforced by the ushering and security staff. FAILURE TO FOLLOW THESE RULES WILL RESULT IN THE IMMEDIATE SUSPENSION OF THE SHOW (OR LOAD-IN) UNTIL THE CONDITIONS ARE CORRECTED. IF THEY ARE NOT CORRECTED, THE SHOW WILL BE CANCELLED WITHOUT REFUND TO THE APPLICANT.

**PROHIBITED ITEMS** - The following decorative items are specifically prohibited from the theatre building: confetti (static and cannons), glitter, stickers, spray paint, liquid paint, light sticks and other liquid-filled glow-in-the-dark objects, burning objects (including candles) and helium balloons. No bunting, tissue paper, crepe paper or any other combustible material may be used. Additionally, only approved methods may be used to affix signs, decorations or other objects to any surface, seat or fixture within the theater. Failure to use approved methods will subject your event to the cost of repairs for damages. The applicant is responsible for picking up all decorations. The applicant must submit a decorating plan and obtain approval of all decorations from theatre management in advance of the event. No tape, staples, holes or nails will be permitted. Any costs associated with a violation of these rules (such as cleaning up confetti, retrieving helium balloons from the ceiling or patching and repainting) will be charged to applicant at double the theater's cost.

**RIGHTS, ROYALTIES & COPYRIGHTS** – Applicant warrants that any artist performing in their event is an authorized registrant, owner or legal user by virtue of use or operation of the name under which it is performing. Applicant also warrants that, with regard to all copyrighted materials to be performed, they have been duly licensed or otherwise authorized by the copyright owners or their authorized representatives to perform such materials. Applicant shall indemnify and hold harmless theater, its officers, agents and employees from and against any and all claims, demands, actions, costs or liability based upon or arising out of applicant or artist's false, deceptive or misleading claims of an affiliation or connection between itself and a "recording group" as defined by law and applicant or artist's failure to secure all licenses or authorizations for any and all copyrighted works performed by ARTIST during the engagement. It is applicant or artist's responsibility to secure rights, pay royalties and clear all copyright issues with their respective holders for all material presented to the public in connection with their production. This includes public exhibition rights to any television or motion picture material shown, ASCAP/BMI or other royalties for any music used (including pre & post-show recordings played), royalties on any scripts or other materials used and clearance for use for any material held under copyright. Theater may request proof of same at any time and event will be cancelled without refund for failure to provide such documentation.

**AUDITORIUM** - The use of the auditorium includes the use of the lobby, restrooms, house lights, stage and greenroom/dressing rooms. An Empress Theatre staff person is required from the time you first enter the building until you vacate to assist you by opening and unlocking the areas that you have chosen to rent for your event and to turn basic house lighting on and off. Please note that all staff time—including the required staff mentioned above—will be charged to the applicant on an hourly basis under the guidelines and rates established by the attached fee schedule. The applicant or representative named in the rental contract documents must be present during the entire period of applicant's rental.

**DRESSING ROOMS** - The Empress has a green room/dressing room with bathroom stage right (up ½ flight of stairs—an ADA lift is provided). The greenroom can also function as a production office with phone, fax and internet lines (additional fee and security deposit required). These are not party areas and the Empress reserves the right to enter any and all areas to enforce the rules and to limit the number of people in the area. No kegs or smoking are allowed in the dressing or green room areas. The applicant is responsible for clean-up by placing all trash in bags provided.

**STAGE FLOOR** – At no time may applicant or applicant’s representative drill, screw, glue or nail sets props or equipment into the stage floor (or any other portion) of the Empress Theatre.

**THEATRICAL STAGE LIGHTING AND CONCERT SOUND SYSTEM** - The Empress Theatre has an in-house theatrical lighting system and concert sound (see tech specification sheets for more information). There may be additional charges for this equipment, and it is subject to availability. Empress Theatre staff are required to operate this equipment and all staff time will be charged to applicant on a hourly basis under the guidelines and rates established by the attached fee schedule. Applicant’s event is required to use theater’s in-house equipment. Any sound, lighting or video equipment required for your event beyond that available in-house can be provided by our contracted vendors and the cost passed on to you at our cost plus 10%. You will only be allowed the use of Empress equipment that was requested in advance as part of your rental contract.

**FILM PROJECTION** - The Empress Theatre is equipped to show 35mm, with optical or Dolby Digital mono, stereo or surround sound, per formats indicated in technical specifications sheet. There is an additional charge for the projectionist and equipment. The Empress reserves the right to run a maximum of two trailers per showing. Digital projection capabilities are being added to the theater, but until this information appears in our Technical Specifications sheets is not currently available without further equipment rental. The cost of this rental will be our cost plus 10%-- currently roughly \$800.

**HEAT OR AIR CONDITIONING** - The rental rate includes heat or air conditioning which begins 1 hour before doors open to the public and ends at the conclusion of the event. Extra hours are available at an additional charge.

**BACKSTAGE POWER** - Power is available for touring equipment as listed in the Technical Specifications. Applicant or lighting subcontractor must provide adequate length and gauge of feeder cable. There is an additional charge for the use of this power, which includes the electrician’s labor for tie in and disconnect of this service. All connections shall be made by Empress Theatre electricians who reserve the right to refuse connection of dangerous, defective or non code conforming equipment. All connections are to Cam-Lock plugs located within 50 feet off stage right. Distribution panels and feeder cable may be available for an additional charge with advance notice, but are not usually otherwise available on-site.

**PHONES, COMPUTERS & INTERNET** - No use of Empress phones, networking, computers or internet access is allowed or provided. Phone, fax and internet connections can be made available for production office use in the greenroom for an additional fee. No Empress equipment, supplies or concessions equipment may be used for applicant’s event unless agreed to in writing on applicant’s rental contract.

**FOLLOWSPOTS & OPERATORS** - There may be an additional fee for use of the theater’s Followspots. As with all house equipment, Empress Theatre staff are required to operate this equipment and all staff time will be charged to applicant on an hourly basis under the guidelines and rates established by the attached fee schedule.

**STORAGE** – Applicant, caterer, decorator, florist or entertainer property cannot be stored overnight either prior to or following rental period. In addition, deliveries will not be accepted prior to the start of the scheduled rental period nor may artists, staff or volunteers arrive prior to start of your paid rental.

**USE OF SMOKE OR LASERS** – Any use of mechanical smoke or lasers must be approved in advance in writing by theater. If the presentation includes the use of lasers, artist or applicant must provide documentation of laser type, manufacturer, method of use, description/location of projection surface and location of source in writing to theater not less than four (4) weeks prior to engagement. Similarly, if mechanical smoke is to be used, documentation of manufacturer, method of use, description/location and MSDS sheets for the chemicals used in the fog must be forward in writing to the theater not less than four (4) weeks prior to event. Upon approval, theater will notify applicant of conditions of use.

**BOX OFFICE & DOORMAN** - The Empress does not provide a box office person (unless using our box office services in which case the cost of this staff is accounted for in the box office fees), doorman, cloak room clerk, or valet parking. These services are available for an additional charge.

**SECURITY PERSONNEL** - The Empress will provide and manage security staff at applicant's expense. The Empress will work with the applicant to determine the suitable number of security personnel for the type of event being promoted. Applicant must ensure security outside the building as well as in, including all exits, the sidewalks, front doors and back stage doors. The Empress reserves the right to cancel the show if the security is inadequate for the event. For most live events, minimum security requirements include 1 personnel arriving 30 minutes before your load-in time and 1 personnel arriving 30 minutes prior to your event's scheduled door time, and staying on premises 15 minutes after the last crew/performer or patron's exit. Additional security will be required for capacity crowds. Additional security is also required for all contemporary music shows such as rock, metal, reggae, punk and R&B. The Empress Theatre reserves the right to require additional security, at the sole cost of the applicant, as it deems necessary. No armed security personnel are allowed unless currently licensed as a police or correctional officer (off duty police).

**LOAD-IN & LOAD-OUT** - Any time spent within the building will be charged to your event. This includes load-in, event set-up, sound-check or rehearsals (if any), the event or performance, and tear-down/load-out. Please be sure that you have calculated enough time for your event's requirements. Supplies, equipment, personnel and volunteers cannot arrive at the theater in advance of the beginning time stated on the rental contract and must all have been vacated from the building by the end of the rental time on your contract. Otherwise, rental and staffing charges and overtime calculations will begin once the first person or equipment enters the facility and continue until the building has been properly vacated. All personal belongings, equipment, decorations, sets and all items associated with applicant's event must be removed from the facility by the end of applicant's rental period. No items may remain overnight for pickup the next day without rental of the facility for the following day at full rental rate. Empress staff are not provided for loading your event into the theater or back out of the theater unless specifically requested in advance by applicant (at an additional cost). Empress staff are there to assist your event within the theater itself. Please make note of the peculiarities of the Empress Theatre loading areas as noted in the technical specifications sheet. It is the applicant's responsibility to ensure that their production can safely and efficiently load-in to the theater under these conditions.

**PARKING** - There is no parking available for cars, trucks or tour coaches directly behind the Empress. The alley is a service road and must be kept clear at all times. **DO NOT PARK IN THE ALLEY BEHIND THE THEATER!** It is the applicant's responsibility to inform their employees, subcontractors and guests of this policy. The Empress assumes no liability for any vehicle. Truck and tour coach parking is by city permit only, as directed by Empress representatives. There is a parking lot directly across from the theater on Virginia Street, plenty of unmetered street parking, and additional lots two blocks away on York Street. Please direct your personnel to use these resources. The Empress depends on the good nature of the businesses near the theatre to allow equipment loading and temporary inconveniences to their operations. **PARKING IN THE ALLEY MAY RESULT IN THE CANCELLATION OF THE SHOW WITHOUT REFUND TO THE APPLICANT.** Do not contact these businesses or try to arrange parking in the alley. All communications concerning parking must go through the Empress. The alley is an emergency services, City-owned right-of-way and no entity has the right to allow parking in this area. It is the applicant's responsibility to enforce these parking rules.

**CLEAN UP** - The applicant is responsible for clean up beyond that normally expected for an event. This generally would not include the audience area unless unusual amounts of trash are generated by the event. Applicant is responsible for clean up of the stage area and dressing rooms, including decorations, stage garbage, tape, drinks and food.

**NOISE ORDINANCE** - Vallejo Municipal Code sections 7.58 & 7.84 prohibit excessive noise. While this generally should not effect the average event within the theater, please be aware that all doors must remain shut during loud or heavily amplified events. Applicant should also be aware that raucous crowds congregating outside the theater or noise during event load-in or loud-out are violations of the Noise Ordinance and that any citation by the City will be the responsibility of the applicant. Further, any violation may also cause the event to be cancelled. Please be courteous of our neighbors.

**SOUND LEVEL** - The Empress cares about the health and safety of its staff and patrons as well as the safety of our historic building and enforces a maximum sound level policy of 100db, recorded at the house mix position. The forgoing notwithstanding, Empress Theatre staff alone shall determine what constitutes a safe sound level. Applicant is responsible for notifying their sound providers or technicians of this policy if they are not Empress staff members. The Empress staff reserves the ultimate right to decide safe sound levels and to enforce this policy. Should applicant

or their sound engineer not cooperate to lower volumes deemed unsafe, the Empress will cut power to the sound system and cancel the performance without refund to applicant. Additionally, the Empress will advertise and have earplugs available for sale at all events that are expected to be performed at high volume as a courtesy to our patrons.

**RIGHT TO PHOTOGRAPH** -- The Empress reserves the right to take still and video photography of applicant's event exclusively for purposes of the theater's advertising, promotion and trade. Such photography will be taken in such a manner as not to detract from applicant's event nor the audience's enjoyment. It is applicant's responsibility to notify all artists and performers that photography and video of their performance may be taken by the theater.

**ON-SITE MEETINGS / EXCESSIVE STAFF TIME** – A confirmed rental contract and deposit entitles applicant to one 30-minute on-site production meeting at the Empress Theatre at a mutually agreed time. In order to make best use of this meeting, applicant is encouraged to meet with their production staff in advance of this on-site meeting to ensure that all parties are on the same page with regard to applicant's planned use of the Empress. Applicant should take care to ensure that all of applicant's head staff are able to attend this on-site meeting. Examples of the staff who should attend are: Event Producer, Event Production Manager, Artist or Performer's Representative, Caterer, Head Decorator, etc. Applicant and applicant's staff should have read and familiarized themselves with these Rental Policies and any artist contracts or technical riders in advance of this meeting. While we are eager to help you ensure the success of your Empress event, additional on-site meetings will be charged at the theater's hourly rental rack rate, with a two hour minimum. And while we aim to be a resource for your event staff and ask that you do contact us with any questions, ideas or concerns, be advised that excessive phone, fax, mail or email communications will incur additional staff time charges. This policy is in place to allow the Empress staff to focus on the business of operating and maintaining the theater and to ensure equal attention to all renters and events.

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