



# Usage Regulations

Revised December 2009

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**Alaska Center for the Performing Arts  
PERFORMANCE SPACE RENTAL FEES**

Performance Space		Non-Profit Organizations	Other
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**PERFORMANCES**

Sydney Laurence Theatre	Fri-Sat	8am-Midnight	\$ 441	\$ 728*
Sydney Laurence Theatre	Sun-Thurs	8am-Midnight	\$ 397	\$ 728*
Discovery Theatre	Fri-Sat	8am-Midnight	\$ 689	\$1174*
Discovery Theatre	Sun-Thurs	8am-Midnight	\$ 634	\$1174*
Atwood Concert Hall	Fri-Sat	8am-Midnight	\$1764	\$2922*
Atwood Concert Hall	Sun-Thurs	8am-Midnight	\$1604	\$2922*
Elvera Voth Hall (Separate Inventory Sheet)	Mon-Sun	8am-Midnight	\$310	\$310
Skybridge	Mon-Sun	8am-Midnight	\$315	\$315

**EXTRA PERFORMANCES - SAME DAY**

Sydney Laurence Theatre		\$ 210	\$ 320*
Discovery Theatre		\$ 408	\$ 507*
Atwood Concert Hall		\$ 838	\$1274*
Elvera Voth Hall		\$ 100	\$ 100

**SCHOOL PERFORMANCES - BUSSED YOUTH DURING THE DAY**

Sydney Laurence Theatre		\$ 210	\$ 320
Discovery Theatre		\$ 408	\$ 507
Atwood Concert Hall		\$ 838	\$1274

**OPEN REHEARSAL - INVITED DRESS**

Sydney Laurence Theatre	(max 50 patrons)	8am-Midnight	\$ 271	\$ 408
Discovery Theatre	(max 100 patrons)	8am-Midnight	\$ 507	\$ 629
Atwood Concert Hall	(max 300 patrons)	8am-Midnight	\$ 838	\$1080

**REHEARSALS & TECHNICAL WORK**

Sydney Laurence Theatre		8am-Midnight	\$ 188	\$ 320
Discovery Theatre		8am-Midnight	\$ 397	\$ 512
Atwood Concert Hall		8am-Midnight	\$ 673	\$ 953
Elvera Voth Hall		8am-Midnight	\$ 147	\$ 147

**DARK DAYS**

Sydney Laurence Theatre		\$ 160	\$ 303
Discovery Theatre		\$ 375	\$ 485
Atwood Concert Hall		\$ 639	\$ 909
Elvera Voth Hall		\$ 100	\$ 100

**OVERTIME USE (Midnight - 8 a.m.)**

Overtime is charged as follows for any portion of an hour which goes after Midnight or before 8a.m.

Sydney Laurence Theatre	\$ 83/Hr.	\$ 110/Hr
Discovery Theatre	\$110/Hr.	\$ 137/Hr.
Atwood Concert Hall	\$137/Hr.	\$ 193/Hr.
Elvera Voth Hall	\$ 74/ Hr.	\$ 74/Hr.

\*Or 12.5% of gross ticket sales, whichever is the greater amount.

\*\*\*Current rate subject to change without notification.

Equipment included in rental for lobby use: Atwood – 6/6 ft. tables with full linen.  
Discovery – 4/6ft tables with full linen. Sydney Laurence – 2/6ft tables with full linen.  
If food or beverage are used tables will only be skirted.

## **VOLUME USE DISCOUNTS**

Nonprofit Organizations who rent space on a flat rate basis (i.e., not the block rate) can accrue additional savings depending on the total value of the rental contract.

### **Total Value of rental contract discount**

\$ 5,150 - 10,499	10%
10,500 - 15,749	13.75%
15,750 - 20,999	17.50%
21,000 - 26,249	21.25%
26,250 & up	25%

## **RENTAL DEPOSITS**

A rental deposit is due upon signing the User Agreement contract. If tickets are sold for the event, 50% of the total estimated rental charges will be due; if no tickets are being sold, the deposit will be 100% of total estimated charges. Dependent upon the nature of the event, ACPA may require an additional damage / cleaning deposit. If an event is contracted less than 45 days out from the date of the event, 100% rental is required.

### **Refund amounts of the rental deposit when User cancels the event:**

Less than 120 days	No refund
Over 120 days	50% refund

**PENALTIES:** A 5 percent (5%) rent surcharge shall be levied on a per event basis on those users that do not give ACPA an accurate written schedule of their facility activities within five (5) business days of the first scheduled day of use. Changes to event type with less than 24 hours notice to ACPA Booking & Events Department may be charged at a rate of two times the rate of the event type.

## **SUMMARY OF CENTERTIX CLIENT FEES FOR ACPA EVENTS**

\$1.00 per paid single ticket with a non-refundable minimum due in advance

- 1) Atwood Concert Hall minimum: \$550.00
- 2) Discovery Theatre minimum: \$210.00
- 3) Sydney Laurence Theatre minimum: \$80.00
- 4) Voth Hall minimum: \$50.00

\$0.25 per complimentary ticket

\$0.50 per ticket returned by promoter to CenterTix for public sale

\$1.00 per flex subscription ticket sold by client

\$0.25 per fixed subscription ticket sold by client

\$2.50 MOA fee per paid ticket (both single and subscription) sold by client\*

Service charge per single ticket sold by client\*\*

Plus reimburse bank fees associated with CenterTix ticket sales

Plus applicable miscellaneous fees\*\*\*

\* MOA fee is a Municipality of Anchorage fee which is collected on behalf of the municipality by ACPA, Inc. This fee is not collected for complimentary tickets or for tickets sold to youth (ages 18 and younger) and seniors (ages 62 and older).

\*\* Service charge is 8% of the ticket price rounded up to the nearest quarter with a \$4.00 maximum. Service charges are collected per ticket for each single ticket sold. Subscription tickets are exempt from this service charge.

\*\*\* Miscellaneous Ticketing Fees

- 1) \$100.00 rush setup fee per event if tickets are required less than 7 calendar days after the complete ticket setup form is submitted to CenterTix
- 2) \$50.00 plus \$50.00 per hour of labor for changes made to an event after it has been submitted to CenterTix (additional discounts can be added free of charge provided 24 hour written notice as well as associated coupons and promotional materials are provided and approved in advance)
- 3) Cancellation fees are paid per cancelled performance. The cancellation fee is the total ticketing fees accrued by the client for the performance at the time it was cancelled.

## LOBBY/PUBLIC USE SPACE RENTAL INFORMATION

Lorene Harrison Lobby (one level plus street level)	\$138.00 per hour
Remaining levels	\$ 83.00 per hour
Carr/Gottstein Lobby (one level plus street level)	\$ 138.00 per hour
Remaining levels	\$ 83.00 per hour
Sky Bridge(includes access to LHL Orchestra level)	\$315.00/event
<i>Sky Bridge Capacity with no catering set up is 150</i>	
<i>Capacity with catering set up is 85</i>	
Patron Lounge <i>Capacity 50</i>	\$ 158.00/event
Cleaning Deposit (refundable)	\$500.00
If additional cleaning is needed, a fee of \$26.00/hour will be charged.	

The above rental rates are based on a four (4) hour minimum. This base period must include the time required to set up and strike the event. Any additional time required will be billed at the published hourly rate on a per-hour (or fraction thereof) basis. Any overtime (before 8am and after 12am) will be charged @ \$100 per hour.

If the User is renting a space for public use in conjunction with the rental of a performing space, the initial four-hour period will be charged at the rate of \$275.00, regardless of whether the space is used before or after a performance.

### **SPECIAL NOTES**

- A minimum of two (2) hours must separate scheduled performances and any event that is using a public space adjacent to the theatre.
- Lobby spaces will not be rented when both a matinee and evening performance have been scheduled on the same day in any theatre.
- If the Discovery Theatre and Sydney Laurence Theatre are both in use, then the Carr/Gottstein Lobby will not be available for rent.
- All lobby setups must conform to quality standards established by ACPA. All tables placed in the lobbies must have tablecloths and skirts unless tables are used for food or beverage and then tables to be skirted only.
- ACPA requires all Users to provide proof of adequate insurance coverage as outlined in User Agreement.
- All lobby events & receptions **must** be catered by ACPA approved caterers. See Catering Policy on page 40.

\*\*\*Current rate subject to change without notification.

## ACPA EQUIPMENT RATE SHEET

An Administrative fee of 15% will be added to equipment rental rates at closeout.

ITEM	DAY RATE	WEEK RATE
<b><u>PIANOS</u></b>		
*Yamaha Upright (U1)	\$225.00	\$50.00 each addl. Day
*Yamaha Grand (C7 & CF3)	\$300.00	\$50.00 each addl. Day
	* Includes one tuning	
Additional tuning	\$125.00/tune	

### **AUDIO EQUIPMENT**

Wireless Microphones/channel (Includes 1 battery-additional available at additional cost)	\$ 50.00/unit	\$150.00/unit
Panasonic SV3900 Dat Machine	\$ 25.00	\$75.00
JBL 152 BI-Amp Monitor System	\$ 50.00/unit	
Meyer BI-Amp Monitor System	\$ 75.00/unit	
Yamaha PM3500	\$400.00	
Side Fills(JBL 3 cabinets each side)	\$100.00	

### **SPECIAL EFFECTS RENTAL RATES**

Rep plot Discovery/Sydney Laurence		\$200.00
Black Lights	\$ 5.00/unit	\$ 15.00/unit
DF50 Hazer	\$75.00/unit	\$225.00/unit
Martin Fogger	\$50.00/unit	\$150.00/unit
LeMaiter Fogger	\$150.00/unit	\$450.00/unit
Strobe	\$15.00/unit	\$45.00/unit
Coloram II Color	n/a	\$40.00/unit
Portable Staging	\$10.00/unit	\$30.00/unit
Black Willow Black	\$15.00/unit	\$45.00/unit
Auga Flow 3300	\$75.00/unit	\$225.00/unit

- Recharging of CO2 tank is client responsibility

### **MISCELLANEOUS**

	<b>Week Rate</b>	
Music stands	\$ 2.00/each	
Stand Lights	\$ 2.00/each	
Risers	\$ 5.00/each	(\$150.00 for All)
Tables 6'x 30"(Additional to Stage stock)	\$15.00/ea.	
Table Skirts & tops (rectangle)	\$ 5.00/pair	
Round Tables (5')	\$ 6.00/each	
Oil City Chairs(First 50-no charge)	\$ 1.00/each	
Cut Color	\$50.00	
Templates (Gobos)	\$50.00	

**RESALE ITEMS (15% included)**

GEL (per sheet)	\$ 7.47
Custom Brass Templates	\$ 74.75
Additional Brass Templates	\$ 57.50
Grayscale Glass Templates	\$218.50
Additional Glass Templates	\$115.00
9 Volt Batteries each	\$ 3.00

**TAPE**

Gaffer Tape	\$23.00 per roll
Glow Tape	\$18.98 per roll
Florescent Spike Tape	\$17.25 per roll
Spike Tape	\$11.50 per roll
Console Tape	\$11.50 per roll

**ADDITIONAL DRESSING ROOMS**

Atwood Concert Hall	\$50.00 per side/week
Discovery Theatre	\$20.00 per side/week
Sydney Laurence Theatre	\$20.00 per side/week

# USAGE REGULATIONS

## I. BASIC PROVISIONS

1. **USER ACCEPTS AS IS.** Neither ACPA nor its agents, employees or contractors have made representations or promises with respect to the Center except as herein expressly set forth. The first possession of the rented premises by User shall be conclusive evidence, as against User, the User accepts same "as is" and that said premises and the building of which same form a part and all equipment within said building necessary for User's event were in good and satisfactory condition.
  - A. As part of the User Agreement, ACPA will provide heat and air conditioning in compliance with the Federal energy guidelines, electrical power, water, sewerage, concessions, limited security services, stage lighting, sound, theatrical rigging equipment, dressing rooms as may be available, and normal pre- and post-event cleaning services.
  - B. User may not sublet any rented space(s), or in any way assign the rented space(s) to any other person or organization except as provided in the User Agreement. User may not utilize the rented space(s) for any purpose other than that which is specified in the User Agreement. The use of Center lobby spaces by organizations two hours before, during, and up to one hour after performances, for display purposes only, shall be permitted, by ACPA if desired and agreed to by User.
  - C. Lorene Harrison Lobby, street level, may be rented for nonexclusive display purposes.
2. **PUBLIC SAFETY.** User shall neither encumber nor obstruct sidewalks in front of the entrance to halls, stairs, lobbies or audience chambers within the premises, nor allow the same to be obstructed or encumbered in any manner. User shall not prop doors open. User further agrees not to bring onto the premises any material, substances, equipment, or object which is likely to endanger the life of, or cause bodily injury to, any person on the premises or which is likely to constitute a hazard to property thereon. ACPA shall have the right to refuse to allow any such material, substances, equipment or object to be brought onto the premises of the Center and the further right to require its immediate removal if found thereon.

Stage areas pose unique dangers to anyone not familiar with the technical aspects of production. For this reason, patrons or other non-stage personnel are not allowed on the stage or in the wings at any time. Specific instructions are to be issued to the User's production crew to have patrons use the Stage Door Entrance, 5th Ave. & G Street, following all rehearsals and performances when planning to meet either artists or crew. Arrangements to the contrary must be made, IN ADVANCE, with ACPA Manager of Patron Services.
3. **INTERRUPTION OR TERMINATION OF SHOW.** ACPA shall retain the right to cause the interruption of any performance in the interest of public safety, and to likewise cause the termination of such performance, when, in the sole judgment of ACPA, such acts are necessary in the interest of public safety.

**4. EVACUATION OF FACILITY.** Should it become necessary in the judgment of ACPA staff to evacuate the premises because of a bomb threat or for other reasons of public safety, User will retain possession of the premises, following restoration to normalcy, for a sufficient time to complete presentation of the activity without additional rental charge providing such time does not interfere with another User. If at the discretion of ACPA it is not possible to complete presentation of the activity, rental shall be forfeited, pro-rated, or adjusted at a rate mutually agreed to by ACPA and the User based on the situation, and the User hereby waives any claim for damages or compensation from ACPA.

**5. BONDING/ADDITIONAL SECURITY GUARDS.** ACPA, at its discretion, may require such additional bonding as is deemed necessary by it and may require additional security guards in its sole discretion, provided by ACPA, to be charged to the User at established rates plus labor burden per the User Agreement.

**6. DAMAGE/CLEAN-UP RESPONSIBILITY.** User shall be responsible for any and all damages to the Center caused by acts of User or User's agents, employees, patrons, guests and artists whether accidental or otherwise. User further agrees to leave the Center premises in the same condition as existed on the date user took possession, ordinary wear and use excepted. Any additional charges incurred because of an unusual amount of post-event clean up will be borne by User. Dressing room hallways and backstage hallways must be kept clean and free of user supplies and equipment at all times. ACPA assumes no liability for loss or damage to User's possessions left in these areas. User may be charged a deposit upon signing of contract or User may be charged at event closeout for additional Green room, Dressing Room, Hallway, Stage or other cleaning.

**7. SOLID WASTE SERVICES.** ACPA will provide standard and routine janitorial services, to include removal of normal amounts of solid waste from the Center's receptacles. In the event that User's operations generate unusual quantities of solid waste as determined by ACPA, User will be billed for additional waste pickups and/or handling.

**8. TELEPHONE.** Any telephone services and toll charges generated by User on ACPA's equipment will be billed to User.

**9. USER REPRESENTATIVE.** At the time of execution of the User Agreement, User will furnish to ACPA the name, address and phone numbers of User's representative. This representative will then be the sole person authorized to make decisions or to negotiate with ACPA staff, and be the sole person authorized to resolve problems and conflicts or to negotiate any alterations in performance procedures. This representative will be fully authorized to act for and execute documents on behalf of User. However, if an individual representing the User requests ACPA services or alterations to the contract, those changes or requests shall be considered binding and appropriate charges will result.

**10. TIME.** Time shall be of the essence of the User Agreement and the time herein granted shall not be extended for the occupancy or use of the premises or for the installation or removal of equipment without the written permission of ACPA, and all such additional time shall be paid for according to the schedule of fees fixed by ACPA, if such permission is granted.

**11. PARKING.** There is no parking available on Center property. Deliveries may be made at the loading dock. All unauthorized vehicles parked in the loading dock area will be towed at owner's expense. Users should advise all staff and patrons to use the Municipal Parking Garage at 6th and H Streets, or other non-ACPA parking areas.

## II. CLOSE OUT PROCEDURE

1. Event closeout procedures are detailed in the Ticket Office Services and Regulations document.
2. Closeout shall occur within 7 working days after a non-ticketed event. When an event is ticketed, final settlements will occur within 7 working days after ACPA's Client Services Manager has received a CenterTix Box Office Closeout signed by the client.

## III. TECHNICAL

**PRODUCTION SERVICES AND REGULATIONS.** Information on technical services and technical usage policies are described in Backstage Policies and Minimum Crew Requirements.

## IV. HOUSE/PERFORMANCE

1. **ACPA HOUSE MANAGER.** ACPA will furnish at each performance a House Manager to supervise overall theatre operation. The authority of the House Manager is absolute with regard to times of opening the foyers, lobbies, house, start of program or length of intermission, safety of staff and audience, and protection of the facility. However, ACPA House Manager shall consult with the User's Stage Manager regarding any situation that may affect either the opening of the auditorium or the start of performance.
2. **PERSONNEL.** ACPA will establish minimum requirements and arrange for, house management, ushers, ticket-takers, security, coatroom attendants and any other Front of House personnel deemed fitting and necessary. User may, with ACPA approval, provide qualified volunteers to augment ACPA staff. ACPA shall have the right to supervise all front-of-house personnel, including any personnel provided by Users. ACPA may require User-supplied personnel to attend training sessions.
3. **PERFORMANCE TIME.** House will be opened to audience at least one-half hour prior to scheduled performance time in all theatres. Every attempt will be made to begin the program promptly at the time printed on the tickets. User may designate an appropriate time for latecomer seating. Specific arrangements to the contrary must be agreed to in advance by ACPA.
4. **SECURITY.** All security arrangements deemed advisable by ACPA that require more security services than regularly maintained by ACPA will be billed to the User as a reimbursable expense. Firearms of any kind may not be carried, displayed or used by any person other than security personnel authorized by ACPA. While reasonable security precautions are taken and every attempt will be made to keep User areas locked when not in use, ACPA shall not be responsible for items left unattended within the Center. User should not count on a locked door securing your goods and possessions. Lock boxes may be provided for User on all stages upon request. User must supply padlocks.

- 5. PUBLIC AREAS.** User agrees to abide by the discretion of the House Manager concerning activities, dress, etc. of those persons acting on behalf of User in public areas. Persons employed by User are not allowed in any public area during rehearsals or technical use periods without the permission of ACPA staff.
- 6. CONCURRENT USE.** ACPA reserves the right to rent other parts of the Center at the same time as the rental of said premises to the User. The use of lobbies, coat-rooms, vestibules, hallways, dressing rooms, green rooms and other public rooms and facilities made available to the User at the discretion of ACPA may be concurrent with the use of such others as ACPA may determine, provided that such renting to others shall not unreasonably interfere with the use of said premises of the User. User understands and acknowledges that he has no rights whatsoever to enter or use the areas other than those designated in the User Agreement or otherwise specified in writing by ACPA.
- 7. STAFF RIGHT TO ENTRY.** User will afford ACPA staff the right to enter any part of the Center at any time in the performance of their normal job duties.
- 8. OPEN REHEARSALS.** Any rehearsals at which more than Fifty (50) non-production personnel are in attendance will be considered an "Open Rehearsal-Invited Dress" and User agrees to pay all applicable fees.
- 9. SEATING ON STAGE.** User will not permit or cause to permit seating on the stage, stage wings or in the aisles. Master classes may be allowed with prior consent of the Center. The only other exception to this restriction is when the audience is a planned and integral part of the action, and all applicable fire, building, and accessibility codes have been observed.
- 10. SMOKING.** User will not permit smoking by any of its agents, employees or guests within any area of the Center. ACPA security officers are authorized by the Department of Environmental Conservation to enforce the smoking ban through the issuance of tickets carrying a \$50.00 fine as outlined in Alaska State Statute AS 18.35.300. Smoking may be allowed on stage as part of a published performance script with written permission of ACPA.
- 11. FOOD AND BEVERAGES.** Except for food and beverages needed by artists as part of a published performance script, consumption of alcoholic beverages is prohibited on stages, backstage, or within any of the theatres without the written permission of ACPA.
- 12. LODGING FORBIDDEN.** User or any person or persons claiming to be acting for the User is prohibited from using the Center as a sleeping or lodging accommodation.
- 13. ANIMALS.** User will not bring or keep or allow to be kept any animal in the Center. Animals used in performance may be brought into the Center only during actual rehearsal or performance. Arrangements to the contrary must be made in advance with the ACPA Production Department.
- 14. COLLECTIONS.** No collections, donation or solicitations of money or goods of any kind, whether for charity or otherwise, shall be made or attempted on the Center premises without first obtaining written permission of ACPA.

## **V. PUBLICITY AND PROMOTION**

- 1. PROGRAM.** User is required to prepare and distribute programs to the audience in order to insure that information regarding house operations and safety regulations is fully disseminated. ACPA will provide User a copy of these regulations, which must be included in the above handouts. Programs shall be bundled and delivered to the ACPA's House Manager at least eight (8) hours prior to User's first performance, when the performance occurs on any day Monday through Friday. For Saturday and Sunday performances programs must be supplied 3:00 p.m. on the preceding Friday. ACPA will not provide labor to stuff programs.
- 2. POSTERS/PHOTOGRAPHS, ETC.** To aid in advance publicity, ACPA maintains poster stands near the Ticket Office in the Carr-Gottstein Lobby(South Lobby) and Lorene Harrison Lobby (North Lobby). As space permits, ACPA will make space available to the User up to thirty (30) days prior to the Event for individual posters up to 27 inches high by 18 inches wide. Posted announcements must carry the full name of the sponsoring organization(s) and correct advertising copy. The User must remove all posters on the next working day after the last performance.
- 3. BANNERS/SANDWICH BOARDS.** ACPA Banner Policy detailed on pages 22-25.
- 4. DISPLAYS AND SIGNS.** User will display no posters, photographs, models, etc., at ACPA without written permission of ACPA and then only in such areas as are specified and with such materials as are approved in advance. Further, User is prohibited from using any tack, nail, screws, tape, glue or other fastening device into or upon the ceilings, walls, lobby doors/windows or floor of the Center so as to mar, deface or injure Center premises.
- 5. OBJECTIONABLE CONTENT.** The Alaska Center for the Performing Arts, Inc., has no desire to, and will not, censor or request alterations in the content of the presentations of its users, except when such presentations may endanger the health or safety of patrons. However, the ACPA has a legal responsibility to notify the public when the content of a presentation might be found objectionable due to the nature of the language or actions within it. The requirement of such notification is not censorship, but merely one of notification. It is, therefore a condition of the User Agreement with ACPA, that the User notifies ACPA if, in its opinion, the presentation of the User contains language or actions which a person of normal sensibilities would find objectionable. It is further a condition of the User Agreement, that the ACPA has the right to require the User to include in all of its print, electronic and other media advertising a statement acceptable to objectionable nature of the presentation. ACPA has the right to require said notification, if, in the opinion of ACPA, the presentation is potentially objectionable as defined above, regardless of the Users notification to ACPA. Failure to comply with any element of this section places the User Agreement with ACPA in breach and may result in cancellation.
- 6. EVENT PATRON AGE LIMIT.** It is highly recommended that User, in all print advertising, inform the public as to the appropriateness of their presentation for children. However, neither ACPA nor the User can restrict access to an event by any ticketed patrons based solely on their age. The following section covers children becoming disruptive.
- 7. DISRUPTIVE PERSONS.** ACPA reserves the right to remove from the Center any person or persons who are causing a public disturbance or physical damage to the premises. This includes, but is not limited to, patrons who do not adhere to standard theatre etiquette, and are therefore disruptive to other patrons and also may include intoxicated patrons and children who are inattentive and disruptive.

**8. UNAUTHORIZED ADVERTISING.** User agrees that no advertising or other printed matter shall be placed or posted in or about the Center or announced or publicized over any loudspeaker system therein during any performance of User's Event without having first obtained the written permission of ACPA.

**9. CENTER LOGO.** User shall be provided with camera-ready sheets indicating the proper identification of the Center name, logo and names of the theatres when they appear in any advertising, program covers, posters, heralds or any other promotional materials. References in advertising to the terms "PAC" or "PERFORMING ARTS CENTER" are not acceptable. Material found in non-compliance will not be distributed by usher staff and may mean cancellation of User Agreement. The use of ACPA logo is encouraged but not required. Theatres may be designated by only correct theatre name SYDNEY LAURENCE THEATRE, DISCOVERY THEATRE, EVANGELINE ATWOOD CONCERT HALL, or in its place ATWOOD CONCERT HALL at Users choice; "Alaska Center for the Performing Arts" or ACPA need not be used. ACPA (initials only) is acceptable. Please note, THEATRE is spelled "RE" and CENTER is spelled "ER." CenterTix logo shall be on all advertising of ticket sales.

**10. PUBLIC RELATIONS CONTACT.** User shall provide ACPA with the name of the person chiefly responsible for publicizing the Event and a telephone number at which that person can be reached during regular office hours.

## **VI. TICKET OFFICE**

**TICKETING SERVICES AND REGULATIONS:** ACPA shall have exclusive rights to the operations of all ticket offices and ticket sales services within the Center. Details on these services and related fees to User are provided on pages 27-39 on these Usage Regulations.

## **VII. CATERING AND CONCESSION RIGHTS**

**EXCLUSIVE RIGHTS:** ACPA retains exclusive rights to operate all concessions and catering services within the Center for events permitted hereunder.

**CATERING SERVICES:** If catering services are required for receptions (either for the public or for private groups), User shall advise ACPA in advance and must select a caterer who meets ACPA's caterer requirements. See page 40 of these Usage Regulations.

**ALCOHOL CONSUMPTION:** User shall not allow alcoholic beverages of any kind to be sold, given away, or used within any part of the Center (including backstage) without the express permission of ACPA. All alcohol served to the public within the Center must be provided by an approved caterer or by ACPA's concessionaire, and be consumed only in those areas designated by ACPA(see Section X, page 39).

**OTHER CONCESSIONS:** ACPA retains exclusive rights concerning the sale of programs, novelties, souvenirs, merchandise, and advertising materials sold within the Center. If ACPA forfeits right to User, ACPA shall collect a 20% commission on the sale price of each item sold. User shall provide all merchandise at its own expense. ACPA may assist in obtaining labor. Resident companies shall be allowed to sell organization related, non event-specific novelties, souvenirs, merchandise, and advertising materials at the Center without commission, provided the items are not being sold on behalf of a particular individual, artist, or artist's representative. The location for novelty sales shall be on street level of the Lorene Harrison Lobby and Orchestra level of Carr/Gottstein Lobby.

**VIII. PERSONNEL AND EQUIPMENT**

**ESTIMATED EXPENSES:** It shall be understood that while the ACPA does not expressly warrant the condition or availability of any equipment or trade fixtures used within the Center, ACPA agrees to use its best efforts to replace or repair equipment in a timely basis, but makes no guarantees that such equipment will be available to User at all times during the residency. ACPA stresses its desire to provide equipment to the User, and will make its best effort to provide same in a repaired and usable condition. ACPA will notify User as soon as any condition is known to ACPA that may make a piece of equipment unavailable. It is understood that there are no implied warranties as to the condition of the Center or Center owned equipment for purposes arising under the User Agreement.

**IX. COMPLIANCE WITH LAWS & LICENSING**

**ADHERENCE TO LAWS:** No activities in violation of Federal, State or Local laws, ordinances, rules or regulations or the opinion of the Board of Health shall be permitted on Center premises, and it shall be the responsibility of User, while under the terms and period of the User Agreement, to enforce this provision.

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

## BACKSTAGE POLICIES

These Backstage Policies have been established for the safe and efficient operation of the building. They are part of the User Agreement, Usage Policies, and other integrated documents. Contact the Production Department for details.

**ACCESS** There are four loading dock doors located at the West End of the building on G Street between 5<sup>th</sup> & 6<sup>th</sup> Avenue. The southern most dock door (#1) is equipped with an adjustable loading ramp and is the only bay that will accommodate scenic elements longer than 15 feet. With Dock Door #1 being the only adjustable loading ramp, trailers and trucks will be allowed to park there for a maximum of 24 hours with the prior approval from Production. There is NO parking for personal vehicles. Active loading & unloading of personal vehicles have a time limit of 20 minutes. The stages are all on the same level as the bays, and each has a scene dock door-allowing access of any scenic element that comes through the bays. To insure access to the load dock bays, production should be given a delivery and pick-up schedule at the pre-production meeting. The schedule for loading doors is posted at Security.

**PARKING** Parking is available in the garage at 6th and H Street at the User's expense. Longer term, on-street parking is available by prior arrangement with the Anchorage Parking Authority (276-7275). No parking is allowed at the loading dock. Vehicles in violation will be towed at Owner's expense.

**CAST and CREW  
CREW ENTRANCE** All cast and crew members must enter, check in and leave by the stage door entrance located on 5th Avenue & G Street.

**SECURITY** Users must submit a manifest of names to the Production Department one week prior to their load in for all people needing backstage access. The User Stage Manager/or a specified person has the exclusive right to add 10 names once the manifest has been submitted. To add over 10 names must result in the deletion of the same number from the original manifest.

Daily individual passes must be signed out/in from Security from 8:00 am to 12:00 midnight. Large groups will be responsible for checking in and issuing their own group badges (supplied by the Center). Passes must be worn at all times backstage unless in costume. Those found not wearing backstage passes will be asked to leave. There are no exceptions to the above. For information about checking in/out children (17 or younger), please see chaperone policy.

**DELIVERIES** Materials delivered to the Center when the User is not in the building will be accepted only when prior arrangements have been made. ACPA will not accept any C.O.D. goods. ACPA is not responsible for loss/damage of any goods delivered.

**STORAGE** Storage for any user's equipment is not available. Backstage corridors may not be used for storage. Special exemptions may be obtained from the Fire Marshall's office. Adequate access must be left to all doorways, fire extinguishers, fire exits, stairways, elevators, and dock doors. Fire doors must remain closed at all times. Once the client has loaded out, all equipment must be removed as well. Storage fees for equipment not removed when client loads out will begin the following day.

## **ACPA PRODUCTION STAFF**

Each theatre has a Production Manager: Fred Sager - Atwood Concert Hall; Mark Florez - Discovery Theatre; Wendy Odden - Sydney Laurence Theatre; Susi Ward - Elvera Voth Hall and all Lobby events. This Production Manager will act as the Center's central liaison making sure all technical aspects of an event are accommodated, including, but not limited to, assigning support areas, keys, labor calls, equipment, general problem solving, etc. This Production Manager is not a laborer except by special arrangement at an additional cost to the User. This Production Manager or other production staff member may not be exclusively assigned to a User's event.

## **TECHNICAL INFORMATION**

ACPA Production Office (Production) will provide floor plans, elevations, lighting circuit diagrams, sound circuit diagrams; line set schedules, and inventories of sound, lighting, and rigging equipment. Additional information is available upon request: dressing room diagrams, Atwood orchestra shell drawings, specs on lighting, sound, and rigging equipment, ACPA technicians' costs.

Production must receive the following, three weeks in advance:

- Technical Rider information
- Equipment Rental requests
- Shop Order requests for lighting, sound, and rigging
- Technical Schedules

Special technical requests must be made no later than 1 week in advance. Please note; all equipment is on a "first come, first served" basis. Production does not guarantee certain equipment will be available for all requests.

## **DRESSING ROOMS**

### **ACTORS LOUNGES**

### **WARDROBE ROOMS**

A standard complement of rooms is available for each theatre. Additional rooms may be available for rent. The Elvera Voth Hall does not have dressing rooms but may be arranged at an additional cost.

## **FACILITY KEYS**

The User will be issued keys to the stage house, dressing rooms, technical booths, etc. as assigned by Production per User request. The Stage Manager and/or Technical Director have responsibility for the User's assigned keys.

## **EQUIPMENT**

User is responsible for all ACPA equipment. Replacement value of any lost or damaged equipment will be added to the final closeout. Please refer to the Theatre Information Sheets for more detail on the following equipment.

1. No Center equipment may be used as set pieces.
2. Orchestra Shells. A full shell is located in the Atwood Concert Hall. A portable shell is available for use in any theatre. Only ACPA qualified labor will set up orchestra shells. User must pay an additional fee for the set up and take down of shells.
3. Pianos. Users may rent ACPA's pianos, if available.

4. Tech Tables. ACPA can provide a tech table for the User's directors and designers.
5. Risers. Risers and staging are available at an additional cost.
6. Tables/Chairs. Each theatre has table/chairs available for use. Additional banquet tables, chairs, and skirting may be rented.
7. Music Stands. Music stands and lights are available at an additional cost.
8. Lighting/Sound Equipment. Individual theatre inventories are included as part of the rent. Additional equipment can be requested, but an additional cost may be incurred.
9. Soft goods. Assignment of additional soft goods is on a "first come, first served" basis at no additional cost. Production must be notified in advance of soft goods being moved or added.
10. Rigging. Additional rigging hardware is available for use by qualified riggers. Additional costs may be incurred.
11. Lifts/Ladders. Lifts and ladders are available to trained individuals based on the daily use schedule. Usage of lifts/ladders must follow OSHA standards.
12. Work lights are provided on SL/SR of the Fly Gallery, the Electrics and the Front of House lighting positions. Moving, unplugging or altering existing work lights may result in hazardous working conditions and must be coordinated with Production.

**ORCHESTRA PITS** A pit lift is installed in the Atwood Concert Hall. Standard configuration for the lift is at stage level without seats. Seventy-six additional seats may be installed on the lift. Installation and removal of pit seats will be done at User expense. Due to egress (if at house level) and equipment concerns, no dancing is allowed (except by professional dance company members) on the Atwood pit.

The standard pit configuration for the Discovery Theatre is a fixed cap at stage level. The pit cover may be removed and restored at an additional cost.

**STAGE MANAGER** The User must have an ACPA qualified stage manager at all times. A list of qualified personnel is available from Production. All access to the stage must be arranged with the stage manager or ACPA Production Department. Stage Manager candidates may request qualified SM status by submitting a letter with a resume to Production and completing the SM training program at ACPA. Stage Manager candidates will then be reviewed. Final decisions for qualifications will be at the discretion of the Production Department.

**TECHNICAL DIRECTOR** The User may be required to provide a qualified technical director for their production.

**USER PERSONNEL** Production must approve User technical personnel before they work in the Center. Persons who are not performing a function required for an event in progress are not allowed in the backstage areas. A list of qualified technicians is available from Production.

**CREW REQUIREMENTS** ACPA reserves the right to determine User's minimum crew requirements needed for safe operation of the facility. If Production deems it necessary, the User will be charged for any additional labor required to load in, run or load out an event. Minimum crew requirements details on pages 19-20 of these Regulations.

**STAGE LABOR** Stage labor can consist of one or more of the following:

- User's technicians (qualified by ACPA)
- National touring technicians (qualified by ACPA)
- I.A.T.S.E. Labor Union (3 hour minimum)
- ACPA Staff Members (3 hour minimum)
- A combination of any of the above.

Technical job descriptions are available from Production. Designers can be hired independently by the User or through Production. Production reserves the right to augment or replace individuals on a labor call. Stage labor individuals wanting to be qualified in specific areas may submit a letter and a resume to Production for review. Job descriptions for each technical position are available from the Production Department. Final decisions for qualifications will be at the discretion of the Production Department.

**FIRE PROTECTION** All sets and soft goods must be made of non-flammable materials or treated with fire retardant chemicals. Any set that extends into the auditorium past the fire curtain will be subject to inspection for compliance by the Anchorage Fire Department. Such sets should not impede the travel of the Fire Curtain.

**TECHNICAL WORK** Construction (except the installation or disassembly of stage scenery) is prohibited. No facility wall or ceiling surface may have any item attached to it with glue, adhesive tape, screws, nails, tacks, or staples. No painting is allowed in the facility except with the express approval of Production. Cost (or estimated cost) to repair any damage to the facility will be charged the User in final settlement. Production must approve any exceptions to this policy in advance, in writing.

All ACPA soft goods must be flown out before any touch-up painting will be permitted.  
**NO EXCEPTIONS.**

Technical work is done only on days rented by the client. Exceptions must be in writing and signed by the ACPA President.

**SOUND** User's event shall be subject to limitations of sound level per municipal ordinance.

**SPECIAL RIGGING** ACPA Rigging Specialist must approve all special rigging designs and personnel. All designs for special rigging must be submitted to Production two weeks in advance.

## **FIREARMS & SPECIAL EFFECTS**

All incendiaries, explosives, lasers, strobes, smoke, and effects involving fluids, flames, and gasses must meet all fire and safety codes.

- Pyrotechnics. User must obtain all proper licenses, and the Anchorage Fire Marshall must approve all special effects listed above. ACPA must receive written documentation of such approval
- Firearms, smoke/fog and strobes. Patron Services must be notified a minimum of 1 week prior to event, to accommodate ADA regulations. A 48-hour notice, prior to event, must be given to the Plant Department of any air handling needs. Any flammable chemicals must be kept in an OSHA approved non-flammable container.
- All firearms, when not in use, must be turned in to the Security office for locked storage.

## **SMOKING**

NO smoking is allowed in the building per ordinance #18.35.300.

## **EATING DRINKING**

Eating/drinking is allowed only in the performer's lounges and dressing rooms. Eating or drinking is allowed on stages only with prior approval. Alcoholic beverages are allowed in the dressing rooms only when provided by a licensed caterer. No eating or drinking is allowed in technical booths or in the houses.

## **RESTORE**

All stages and equipment must be restored to the standard established by Production Check-In/Out list. If not properly restored, additional costs will be incurred. **Any ACPA equipment used by the client that is damaged or lost will have its replacement value charged to the final settlement.**

## **PERSONNEL CONDUCT**

All backstage personnel must maintain professional standards and practices during occupancy of this facility. Professional standards include, but are not limited to, industry safety standards, courtesy to other personnel, respect for property, and adherence to all state and local laws and regulations. Any individual not maintaining professional standards will be required to leave the facility and may face legal action.

## **OSHA**

All clients are required to comply with OSHA standards and regulations.

## **ACCIDENTS or INJURIES**

All accidents and injuries, no matter how minor, must be reported to Production and a written report completed.

## Minimum Stage Crew Requirements

### **Minimums for All Stages**

If electrics are to be hung, there shall be a minimum of two fly people and one electrician. If a person is a qualified fly/electrician and only electrics are being weighted and re-weighted, there shall be a minimum of two.

If a repertory plot is used, there shall be a minimum of one electrician.

If the ACPA light boards need to be programmed, there shall be a minimum of one qualified light board operator.

If a follow spot is to be operated, there shall be a minimum of one follow spot operator.

If battens are to be flown in and/or out for a rehearsal or performance, there shall be a minimum of one fly person.

If battens are to be weighted or un-weighted in excess of a single full counterweight, there shall be a minimum of two fly persons.

If a bosen chair is to be used, there shall be a minimum of one fly person attending the rail at all times while the bosen chair is in use. Minimum of two fly people to load and unload weight.

If any specialized rigging or any additional rigging points need to be created in the theater, there shall be a minimum of two riggers.

If a person needs to be flown, one of the following personnel must design and supervise the system: Fred Sager, Gary Field, or Dan Hemme. The only exception is an established and bonded rigging business; example Fly by Floyd.

If the small shell needs to be set up and taken down with the acoustic ceilings, there shall be a minimum of one fly person and one carpenter.

If only small shell walls need to be set up and/or taken down, there shall be a minimum of one carpenter.

If the chorus risers or staging needs to be set up, there shall be a minimum of two carpenters.

If round tables and chairs need to be set up and/or removed, there shall be a minimum of one carpenter.

If a personnel lift is being utilized, there shall be a minimum of one certified operator and one grip.

If ladders, catwalks, and/or power tools are used, there shall be a minimum of one position (a qualified person) and one grip.

If the dance floor is to be laid or removed, there shall be a minimum of one prop person and one grip.

If any ACPA audio equipment is to be patched, re-patched, un-patched, set up, or taken down, there shall be a minimum of one audio technician.

If the house mix position needs to be set up or removed, there shall be a minimum of one audio technician and one carpenter.

If any audio equipment is to be flown overhead, there shall be a minimum of one audio technician and one fly person.

If wardrobe boxes are to be unpacked, laundry facilities used, costume repairs, or performance dressing integrated into a rehearsal/performance, there shall be a minimum of one wardrobe person.

### **Minimums for Atwood Hall**

If legs are to be moved, removed, or added, there shall be a minimum of two fly people and two carpenters.

If a border, cyclorama, scrim, acoustic ceiling pieces, main curtain, and/or black traveler are to be moved, removed, or added, there shall be a minimum of two fly people and four carpenters.

If the Atwood orchestra shell needs to be set up or taken down, there shall be a minimum of one fly person, one fly/carpenter, one carpenter, and two electricians.

If only the Atwood orchestra shell walls need to be moved, there shall be a minimum of two carpenters.

If pit seats need to be set up or removed, there shall be a minimum of two carpenters.

If both house mix and monitor mix are to be used, there shall be a minimum of two audio technicians.

### **Minimums for Discovery Theatre**

If legs are to be moved, removed, or added, there shall be a minimum of two fly people and one carpenter.

If a border, focus track, and/or the acoustic ceiling pieces are to be moved, removed, or added, there shall be a minimum of two fly people and two carpenters.

If a main curtain cyclorama, scrim, and/or black traveler are to be moved, removed, or added, there shall be a minimum of two fly people and four carpenters.

If the Discovery orchestra pit plugs are to be removed or restored there shall be a minimum of five carpenters.

### **Minimums for Sydney Laurence**

If legs and/or borders are to be moved, removed, or added, there shall be a minimum of two fly people and one carpenter.

If the main curtain, black traveler, cyclorama, focus track, and/or scrim are to be moved, removed or added there shall be a minimum of two fly and two carpenters.

## ACPA CHAPERONE POLICY

**Whenever children are brought into the backstage areas of the Center as part of a production, an adult must accompany them. A child is defined as anyone under the age of 18. You should plan on supplying one adult chaperone for every five children. Please distribute copies of these guidelines to all persons who will be acting as chaperones for your event. All chaperones are required to make themselves available for a one-hour group training session/orientation in the Center prior to the load in date. Please coordinate the training time within your group and then with the production manager of the theatre.**

### GUIDELINES:

- 1) We recommend setting up a table on the loading dock to check in/out children. At this table chaperones can be given passes to wear and pick up/drop off their group of kids. Parents should know ahead of time that unless they are chaperoning they are not allowed beyond the check in/out table.
- 2) All chaperones are expected to be in the Center at least 15 minutes prior to the children they are supervising. You are expected to pick up the children at the sign in/out table and escort them to their destination; usually the first stop is the dressing room to get them settled.
- 3) Chaperones will stay with the children at all times. Any movement of children through the building, to wardrobe, the stage, etc. requires that you escort them as a group. In the event it becomes necessary for a chaperone to escort one or two of their children without the rest of the group, the remaining children may be left temporarily with another chaperone. No child (children) may be left alone for an extended period of time without a chaperone, five minutes is a long time and unacceptable.
- 4) Chaperones and children should remain in the dressing rooms when not required on stage. If you wander around the building you may not hear the stage manager call for your group. The Center is a large and busy building and many areas can be very dangerous. Tours of the general building can be arranged through Julie Millington, Manager of Patron Services.
- 5) When your group is called to stage, please use the designated route you have been taught. In some cases you may be needed on stage to help get children into position. In most cases you will turn the children over to a stage manager. Before the children are done performing, you will need to go to your designated pick up area and help move the children off the stage and back to their dressing rooms.
- 6) If the children are not required on stage again you will need to escort them back to the dressing room, let them change out of costume and escort them as a group to the sign in/out table to be picked up by their parents. It is your responsibility to make sure each child is signed out and turned over to their parents. Children should never be allowed to wander up to the check out area alone.
- 7) If the children are required back onstage you will need to return them to the dressing room between their times on stage and have some type of quiet entertainment/games to keep them occupied. We suggest you ask your children to find out what they are interested in doing. Sometimes the wait can be long, so it's a good idea to have at least two or three activities that they want to participate in. This works really well at keeping the children where they are supposed to be and happy to be there. Depending on the schedule, having some snacks and something to drink can also be very helpful.

We hope these guidelines will help make the time the children spend in the Center to be safe, productive, and fun. We want the children to remember the Center as a pleasant place to be. The Center management gives you these guidelines as a framework from which you can organize children backstage and a means with which to achieve these ends. The Center management does however reserve the right to refuse any child or chaperone access to the building if they demonstrate an unwillingness to cooperate with these guidelines.

## **BANNER POLICY**

The Alaska Center for the Performing Arts encourages any renter of the facility to utilize banners as part of their advertising and promotion of an event. Because the Center was designed and built without benefit of a marquee or large sign to announce events, banners help let the public know what is happening in the building. There are some procedures and standards that must be adhered to:

### **SIZE AND CONSTRUCTION**

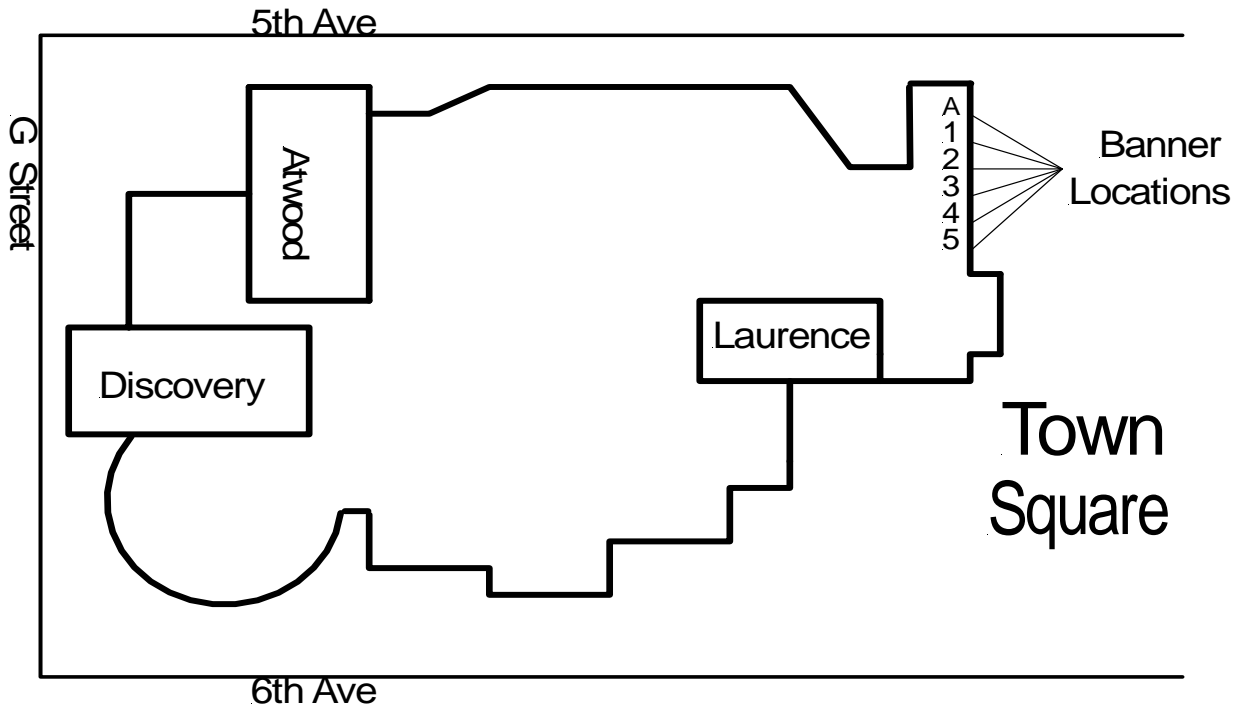
1. Cables/hooks have been installed on the east face of the building between each of the columns at the top. Because of the MOA's 100 square foot limitation, all banners can not exceed 10' X 10'.
2. Banners must have a minimum of Size #4 (1/2" inside diameter) brass grommets in place in each of the four (4) corners through doubled extra-strength double-stitched corners, within 1" of the edge of the material.
3. Banners must be constructed of strong, weather-resistant material and all printing or color material must be weather resistant as well. Banners shall be edge seamed and double stitched to prevent fraying. Larger banners should have a poly, nylon or rope piping or at least 1/4" and 500 pound tensile strength double-sewed around the entire banner at the outer edge to prevent stretching and to prevent grommets from pulling out.
4. Renters need to know that wind is a major concern in the placement and strength of banners and their success. In the past some have ripped and others have stretched. In particular, Space # 1 (the most northern slot on the east face of the Center) is exposed to extremely strong wind gusts from the east and will need special reinforcement and/or wind relief ports.
5. The Center is NOT responsible for damage to banners from wind, weather or other forces or persons outside the immediate control of the Center and its staff. If any repairs are required, special rates may apply, and in all cases, wind, weather, equipment availability and other staff obligations will take priority over banner repairs and adjustments.
6. Although banners can be repainted and used more than one time, they MUST be in good condition in order to be approved for hanging. This means "in like-new condition," i.e., no frayed edges and not stretched out. If you have questions about the usefulness of a used banner, please consult Center staff before having it repainted.

## **SCHEDULING AND DELIVERY**

1. Banner space must be scheduled through the ACPA Front Desk administrative assistant at 263-2900. Space is scheduled when the completed ACPA Banner Application Form is received at the ACPA office. When banner is scheduled, ACPA will file a Banner Registration form with the Municipality of Anchorage.
2. To receive approval of copy and artwork on banners, submit the design to the ACPA office (fax 263-2927). See note #2 below under Copy and Artwork.
3. Banners must be delivered to the Center Loading Dock five (5) working days prior to the date of hanging. Banners not arriving five days prior to event will be hung when Center staff is available and weather permitting. This allows Center staff enough lead-time to hang the banner while still accounting for potential bad weather and other staff obligations.
4. Any time there is an adjustment, repair, unscheduled installation or removal, certain overtime labor costs will be applicable. Such costs would be added to the event closeout. The Center reserves the right to remove damaged banners and charge appropriately for the labor when they become unsightly or threaten public safety or the Center's structure or trim.
5. Single event banners may be hung no earlier than one (1) month prior to an event. However, tickets to the event must be available from the time banner is hung. Season banners may be hung beginning with an organization's public announcement of their season and must be in conjunction with actual season ticket sales.
6. Banners will be taken down as soon after an event as possible. Generally, Center staff will take banners down as new banners arrive to replace them. However, no banner will remain in place for more than one (1) week past the close of an event.

## **COPY AND ARTWORK**

1. No commercial advertising is allowed on the banners. Preference is that the banners indicate the name of the event, the dates and times. Presenting/producing organization and major sponsor's name with appropriate logo is allowed. (However, a PEPSI or COKE banner with information about an event is not allowed.) The purpose of the banners is to advertise an event, NOT a sponsor/vendor.
2. The Center has editorial control over banners. All copy and artwork on banners must be approved in writing BEFORE ordering. BE AWARE THAT ANY BANNER THAT WAS NOT APPROVED IN ADVANCE MAY NOT BE HUNG.



In general, the Center would like very attractive, artistic banners to be hung. Obviously, the purpose is to attract attention to the building as well as the specific events. NENANA CREATIVE ARTS, PARSONS ART & SIGN and BANDI SIGNS here in Anchorage seem to be the most inexpensive vendors who can provide these banners. Prices range from \$575 to \$2500 depending on design/color. Banners can be re-used/painted over. If any questions or concerns arise about this banner policy, please contact ACPA at 263-2900.

## ACPA BANNER APPLICATION FORM

The Alaska Center for the Performing Arts has five locations on the east side of the building between the exterior columns where banners are allowed to be hung on a first-come, first-served basis.

1. Please read the banner policy carefully.
2. ALL banners must be approved by ACPA in advance. Complete the information below and send it to ACPA, 621 W. 6th Avenue., Anchorage, AK 99501 or fax to (907) 263-2927.

DATE OF REQUEST \_\_\_\_\_

ORGANIZATION NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_ PHONE # \_\_\_\_\_

BANNER WILL ADVERTISE \_\_\_\_\_

BANNER DIMENSIONS (Must meet ACPA regulations) \_\_\_\_\_

DATE TO BE HUNG \_\_\_\_\_ DATE TO BE REMOVED \_\_\_\_\_

COMMENTS OR SPECIAL INSTRUCTIONS

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### ***For ACPA Use Only***

*Application Received:* \_\_\_\_\_ *Space Choice Available* \_\_\_\_\_

*Design Approved:* \_\_\_\_\_ *Size Approved:* \_\_\_\_\_

*Banner Registered with Municipality* \_\_\_\_\_

*Comments/Special Instructions:* \_\_\_\_\_

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## **TICKETING SERVICES AND REGULATIONS**

### **CenterTix**

The Alaska Center for the Performing Arts, Inc. (ACPA) operates CenterTix, which utilizes an internet based system for all events held at Alaska Center for the Performing Arts (The Center). This system provides ACPA users (User) with the best possible ticketing service as it offers all available tickets to any patron 24 hours a day at CenterTix.net, as well as telephone access through a charge-by-phone system during published hours and through CenterTix at The Center.

All Users who contract a ticketed event at The Center must fill out and sign a CenterTix Event Setup form located in the User's Agreement for each contracted event. Contact ACPA's Director of Ticketing regarding event ticket set-up details.

### **I. BASIC PROVISIONS**

- A. **ACPA EXCLUSIVE RIGHTS:** All tickets sold within The Center, including all day-of event sales, will be sold exclusively by CenterTix at the rates quoted herein. No tickets to any event at The Center may be sold to the public outside the CenterTix system, without express written authorization from ACPA.
- B. **SERIES/SUBSCRIPTION OR SEASON TICKETS:** CenterTix may provide User with series/subscriptions tickets at the stated rate (see Section IV, Part A number 2). User may sell, through their own offices, series/subscription tickets which will be processed by CenterTix as ordered by User. Series/subscription tickets must be ordered in writing from the CenterTix Management no less that 2 weeks before tickets are to be produced.
- C. **REMOVING TICKETS FROM THE CENTERTIX SYSTEM:**
1. Promoters may request a limited number of tickets be printed by CenterTix for User's own use and distribution. These tickets may not be sold to the general public without prior arrangement with CenterTix and are provided to meet User's special VIP or complimentary ticket needs which fall outside the services addressed in this document.
  2. In no instance will more than 50% of the available single tickets in each section be removed from the system without prior arrangement with CenterTix. Seat inventory is retained by CenterTix in every section to accommodate customers who purchase tickets by phone (263-ARTS), CenterTix.net, mail or walk-up to CenterTix at The Center.
  3. Tickets printed by CenterTix to accommodate User single ticket sales are hereby referred to as pull tickets (Pulls). With the consent of CenterTix, Pulls may be sold by User or User's agents at one non-CenterTix location as designated by User. Under no circumstance can Pulls be sold at more than one location.
- D. **TICKET REPRESENTATIVE:** User will appoint one person to act as liaison with CenterTix. User will furnish CenterTix at The Center with the name, address and phone number of User's ticket representative who will be the sole person to deal with CenterTix. Any other person who may be calling CenterTix for sales reports must be authorized in writing by User.

## **II. TICKET SERVICES**

- A. **ORDERING OF TICKET SERVICES:** All tickets for events in The Center will be supplied by CenterTix. Ticketing services cannot be ordered without a properly signed ACPA User Agreement. User must then contact CenterTix at The Center to order ticket services, (907) 263-2722
- B. **TIMING:** CenterTix can place tickets on sale at any time agreed upon by User prior to an event provided the rental agreement and all deposits have been fulfilled. All requests for ticketing services must be received at least seven working days prior to the date tickets are to go on sale. User cannot advertise that tickets will be available until the time mutually agreed upon in writing, between User and CenterTix and ACPA's Client Services Manager. User must inform CenterTix at the time ticketing services are ordered of any special promotions planned, provide copies of any order forms to be used, provide information regarding any vouchers or giveaways planned, etc. Discounts, vouchers, giveaways, etc., may not be honored unless such prior information is provided.
- C. **REPLACEMENT TICKETS:** User's records of advance sale of season tickets must be made available to CenterTix at the time of the event's public on-sale date in order to handle replacing lost season tickets, etc.
- D. **COMPLIMENTARY TICKETS:** Everyone entering the house to occupy a seat must have a valid ticket; this includes User's staff. Complimentary tickets can be arranged for User's staff and volunteers at User's request.
- E. **TICKET SALES LOCATIONS:** Tickets are sold at CenterTix.net, CenterTix at The Center and the CenterTix Call Center at 263-ARTS (263-2787).
- F. **TICKET PRICES:**
1. When placing an order for ticketing services, User must advise CenterTix at The Center in writing, of ALL possible ticket prices including its intention and plan to discount any tickets. Such information about reducing the price of tickets must include:
    - a. Precise dollar value of discounted ticket.
    - b. Scale categories and the row letters and seat numbers involved.
    - c. Sample coupons to be honored by CenterTix.
    - d. Precise limitations for discount eligibility (applicable ages, required identification, etc.).
  2. Once tickets have been placed on sale, changes to ticket pricing may result in additional charges to User. Additional charges where applicable are calculated at \$100.00 plus \$50.00 per hour programming time required to complete the change. Changes that require

rebuilding an event or performance will result in treating the original build as a cancellation subject to all cancellation fees and penalties plus standard fees for the new build.

3. In order to support coupons and special promotions, User may add discounts to an event after it has become available to the public. The additional discounts can be made available no less than 24 hours after official notification has been received in writing by CenterTix management. The notification must clearly delineate the specifications as outlined in Section II, Part F number 1 above. All promotional material associated with discounts must be submitted to CenterTix for review prior to production to ensure accuracy and supportability. Unsupportable coupons and discounts will be refused by CenterTix.
4. CenterTix will provide User with assistance in establishing ticket prices as well as provide a variety of available price category configurations for each performance space. User must select a configuration from among those offered.

G. **DISTRIBUTION OF INFORMATION:** User agrees to provide CenterTix, at the time the event is ordered, a short and accurate description of the performance. This performance digest will enable CenterTix to better inform the public about User's event. Such description should include length of acts, synopsis of plot, specific musical works, some biographical information on artist(s), when intermissions occur, when show is to be over, any special sight line or acoustical variation, appropriate age recommendation and all information that, in User's judgment, a patron might typically wish to know about the event.

H. **EVENT DAY:** CenterTix will sell tickets to all events as scheduled in Section III, Part B. However, if current event traffic dictates, sales to future events may be delayed until after start of a current event.

### **III. TICKET OFFICES**

A. **BOX OFFICE LOCATIONS:** CenterTix at The Center operates out of the Carr-Gottstein Lobby and is generally the only location in The Center from which advance ticket sales are transacted with the public. This location also serves as the performance box office for events in the Discovery Theatre, Sydney Laurence Theatre, Elvera Voth Hall and Carr Gottstein Lobby. The Lorene Harrison Lobby box office only opens to the public as a performance box office prior to events in the Atwood Concert Hall.

**B. CENTERTIX OFFICE HOURS:**

***CARR GOTTSTEIN LOBBY BOX OFFICE***

Non-Performance Days

Monday through Friday: 9:00am to 5:00pm  
Saturday: 12:00pm to 5:00pm  
Sunday: Closed

Performance Days

Monday through Friday: 9:00am through the first intermission of event. For events with no intermission and Voth Hall Events, the box office closes 30 minutes after curtain.  
Saturday: 12:00pm through the first intermission of event. For events with no intermission and Voth Hall events, the box office closes 30 minutes after curtain.  
Sunday: 1 ½ hours prior to curtain through the first intermission of event. For events with no intermission and Voth Hall events, the box office closes 30 minutes after curtain.

***LORENE HARRISON LOBBY BOX OFFICE HOURS***

Non-Performance Days

Monday through Sunday: Closed

Performance Days:

Monday through Sunday: 1 ½ hours prior to curtain of an Atwood Concert Hall event through the first intermission. For events with no intermission, the box office closes 30 minutes after curtain.

***CALL CENTER, 263-ARTS (263-2787), HOURS***

Non-Performance Days

Monday through Friday: 9:00am to 5:00pm  
Saturday: 12:00pm to 5:00pm  
Sunday: Closed

Performance Days:

Monday thru Saturday: Sales end at 5:00pm but the phones are still monitored for donation and information calls until the curtain of an event.  
Sunday: The phones are monitored for donation and information calls only beginning 1 ½ hours prior to curtain until the curtain rises.

**C. CHANGE OF SCHEDULED SERVICES:** ACPA's President and Chief Operations Officer in cooperation with CenterTix will have the sole authority to alter CenterTix hours.

**D. BOX OFFICE ACCESS:** Access to CenterTix at The Center's offices is restricted to CenterTix staff and authorized ACPA personnel. Users requiring office space, office equipment or other special needs must make arrangements in advance with the appropriate ACPA department.

**IV. TICKET OFFICE CHARGES**

A. TICKETING FEES – User pays the following fees on a per performance basis.

<b>Performance Space</b>	<b>Minimum Reserved Setup Fee</b>	<b>Minimum. Gen. Admission (GA) Setup Fee</b>
Elvera Voth Hall	\$50.00	\$50.00
Sydney Laurence Theatre	\$80.00	\$80.00
Discovery Theatre	\$210.00	\$150.00
Atwood Concert Hall	\$550.00	\$350.00*

\*Atwood Concert Hall GA Available for approved events only.

*User Fee Summary*

Setup	The greater of either the minimum setup fee (as listed above) or \$1.00 per single ticket sold by CenterTix
Bank Fees	2.6% of net ticket revenue collected by CenterTix
Pulls	\$1.00 per paid single ticket Pull
Comps and Comp Vouchers	\$0.25 per ticket
Fixed Subscription	\$0.25 per ticket handled by promoter
Flex Subscriptions( e.g. Pic-a-pack)	\$1.00 per ticket handled by promoter
Return Comp, Pull & Subscription	\$0.50 per ticket*
Promoter Exchange	\$0.50 for returned ticket, plus the standard fee for the new ticket
MOA Roof Fee**	\$2.50 per ticket(where applicable)
Single Ticket Service Charge**	8% of single ticket price, rounded up to nearest \$0.25

\* Return Comp fee enforced only on tickets returned the day of the event (see IV, A, 4.)

\*\* User responsible for these fees on all eligible tickets sold by User and User's representatives.

\*\*\*User only responsible for these fees on Pull tickets sold by User and User's representatives.

1. A setup fee is collected per performance of an event according to the preceding table. The minimum setup fee may be required as a ticket deposit when User submits the CenterTix Event Setup form. All ticket deposits are non-refundable and cannot be transferred. The ticket deposit will be applied toward the setup fee at final settlement.
2. User pays a per ticket fee to CenterTix for each subscription ticket sold by User. This fee varies by subscription type; Fixed or Flex. For Fixed subscriptions (where the patron is assigned the same seat for a pre-determined set of performances in a given venue) the fee is \$0.25 per ticket. For Flex subscriptions (all package sales that do not conform to the fixed subscription definition) the fee is \$1.00 per ticket. This per ticket fee is waived if subscription packages sold solely by CenterTix. Patrons pay a \$1.00 per ticket fee on all subscription tickets purchased via CenterTix channels.
3. User is allowed a limited number of Pull tickets for distribution at \$1.00 per ticket (see Section 1 part C) plus applicable fees. User is responsible for collecting the M.O.A. surcharge on all eligible tickets sold outside the CenterTix system. Likewise, User is responsible for collecting the CenterTix service charge for all single tickets sold outside the CenterTix system. These charges will be notated during the event settlement process (see section V part G number 7 and 8).

4. User's Pull tickets returned to the system for sale are charged at \$0.50 per ticket instead of the original \$1.00 pull ticket fee. Complimentary tickets returned to the system for sale by end of business on the day preceding the performance will incur no fees (i.e. the original printing fee as well as the return fee will be waived.) Complimentary tickets returned on the day of the performance will incur a \$0.50 per ticket fee. User will not be charged either the M.O.A. surcharge or the CenterTix service charge for tickets which have been returned to CenterTix. CenterTix cannot guarantee returned tickets will be available for sale if received less than four hours prior to the event.
5. User will be charged for ticket reprints requested by User. Duplicate tickets will be issued to replace lost season tickets in which case duplicate tickets will take precedence over original tickets. Replacement tickets will be used to replace lost single tickets in which case original ticket shall have precedence. Both reprints and replacements will be charged at the rate of \$1.00 per ticket. When reprint requests are made directly to CenterTix by the patron, the replacement fee is charged to the patron, not User. (No reprint fee will be charged if the tickets have been lost in the mail.)
6. User will reimburse bank fees paid by CenterTix for all transactions associated with processing ticket sales for User's event. The current blended rate is 2.6% of net ticket revenue collected by CenterTix. Rates are based upon rates paid by CenterTix to its service providers and are subject to change without notice.
7. Changes to an event: Once an event has been built by CenterTix, or placed on sale, any changes, including but not limited to, prices, dates and/or performer, will be charged a minimum of \$100.00 for the first hour of labor and \$50.00 for each subsequent hour of labor required to complete the necessary changes. Some changes may require rebuilding the event. In these cases, the original build is treated as a cancellation subject to all cancellation fees and penalties plus standard ticketing fees for the new build.

**B. SERVICE CHARGES:** The patron pays the following charges on a per ticket basis.

1. Patrons buying single tickets are charged 8% of the ticket price rounded up to the nearest quarter as a CenterTix service charge. The maximum service charge collected by CenterTix is \$5.00 per ticket. The service charge is added to the ticket price set by User. The service charge is due on single ticket sales transacted at all sales locations, including but not limited to CenterTix at the The Center, CenterTix.net, 263-ARTS as well as any location designated by User as an alternate sales outlet. The service charge is retained by CenterTix and is non-refundable. Service charges due CenterTix from single tickets sold by User will be itemized on the CenterTix event settlement.
2. Patron pays a \$2.50 per ticket Municipality of Anchorage (MOA) fee for all eligible tickets as outlined in Section IX of this agreement. This fee is levied at all sales locations. MOA fees collected by User for sales transacted outside CenterTix sales channels will be collected by ACPA during the event settlement process. Itemization of User owed MOA fees will be itemized on both the CenterTix event settlement and the ACPA's final event settlement.

3. For subscription packages ordered by the patron directly from CenterTix, the patron pays \$1.00 per ticket service charge. The subscription service charge is added to the ticket price set by User. The subscription service charge is collected in lieu of the 8% per ticket service charge described in Section B, Number 1 above. Similarly, all User subscription ticket fees are waived when subscriptions are sold solely by CenterTix.
4. Patrons requesting replacement tickets directly from CenterTix pay \$1.00 per ticket for the replacement tickets. This reprint fee is waived when reprinting tickets lost in the mail.
5. Patrons pay a per ticket fee when exchanging tickets. Subscription tickets are charged \$1.00 per ticket for the first exchange; \$3.00 per ticket for subsequent exchanges. Subscriber super exchanges (when changing to an alternate event within the promoter's season) are charged \$5.00 per ticket. Super exchanges are allowed only with prior arrangement by User and are not recommended due to the potential for error. Single tickets are charged \$3.00 per ticket in all instances.

#### C. TICKET EXCHANGES:

1. Ticket exchanges are allowed for all events performed in The Center. Any restrictions that apply will be determined by User and CenterTix before the event is available for sale. In no case will tickets be allowed to be exchanged from one User's event to another User's event.
  - a. Same performance exchanges: CenterTix allows patrons to exchange tickets within the same performance for any reason.
  - b. Alternate performance of same event exchanges: CenterTix generally allows patrons to exchange tickets between performances of the same event. However, this exchange policy can be altered at request of User during the event setup process.
  - c. Complimentary ticket exchanges: CenterTix generally will not allow complimentary tickets to be exchanged. This policy can be altered at User request during the event setup process.
2. The patron pays the difference in price as well as an exchange fee when an exchange results in an upgrade. The patron does not receive the difference in price when an exchange results in a downgrade. In the case of downgrade exchanges, User receives (or retains in the case of User sales) the full ticket price paid for the original ticket purchase.
3. CenterTix accepts ticket exchange requests via mail, FAX (907-263-2716) and in person at CenterTix at the Center. A FAX exchange form can be obtained online at CenterTix.net or by calling (907) 263-ARTS. In all cases, either the ticket or a facsimile of the ticket which has been cut into 2 pieces must be obtained in order to process the exchange.
4. CenterTix does not track exchanges on a per patron basis.

## **V. AUDITS**

- A. **PERFORMANCE AUDIT:** An audit of sales on the night of the performance will be available just after intermission. Reports will be computer generated from the CenterTix System. User agrees to accept same as an accurate accounting of the tickets sold and remaining.
- B. **SALES REPORTING:** CenterTix will accept responsibility for only those tickets that User makes available through the CenterTix system. Event settlement will deal only with those tickets produced by CenterTix during any agreed upon selling period.
- C. **DAILY REPORTS:** CenterTix relies on live online reporting for most User reporting needs. User will be supplied with a username and password in order to track ticket sales information in real time online. At the time User arranges ticketing services from CenterTix, arrangements can be made for the receipt of daily reports. Please make special arrangements with the Box Office Manager to receive reports on a weekend.
- D. **DEADWOOD/DROPPED TICKETS:** There is no "deadwood" in the traditional sense. The audit does not indicate attendance, which can be ascertained by the Access Control System and provided by ACPA's House Manager. The House Manager's dropped ticket count will only reflect the total number of tickets entering the theatre. If User desires a more detailed report, User must request, at the time User Agreement is signed, that the House Manager save the dropped tickets for User.
- E. **CENTERTIX EVENT SETTLEMENT:** A preliminary audit will be available to Client immediately after each performance. A "Final and Official" CenterTix settlement will be available within one week of the final performance of an event and will include recapitulations of each performance audit.
- F. **RECEIPTS:** All CenterTix receipts will be deposited into the ACPA's account.
- G. **SETTLEMENT PROCEDURE/PAYMENTS**
1. Settlement shall be a two-step process. Users shall settle the income portion of the event with CenterTix (less CenterTix fees), and the expense portion of the event with ACPA's Client Services Manager.
  2. These settlement activities can happen in two meetings or with all parties assembled at one meeting. In the case of two separate meetings, the meeting with CenterTix must be first.
  3. CenterTix shall provide User with a CenterTix settlement no later than 7 working days after the event. CenterTix and User shall come to mutual agreement with regard to the income for the event and ticketing fees.
  4. User shall sign the CenterTix settlement form signifying agreement with the information presented.
  5. CenterTix shall forward to the Client Services Manager a copy of the CenterTix settlement, signifying the total gross, total combined ticketing fees, total ticket revenue, and number of tickets subject to municipal surcharge. User shall also sign this form. The

CenterTix settlement form will credit the initial ticket deposit paid by User, if any, against the total ticketing fees.

6. Advances, if any, shall be made directly from the ACPA to User at the sole discretion of ACPA. Generally, ACPA shall not release more than 80% of the available funds less all estimated ACPA/CenterTix expenses. Contact ACPA's Client Services Manager to arrange all advances. Advance requests must be received no less than one week prior to the first performance of Event.
7. ACPA will assume that all tickets sold are subject to municipal surcharge (see Section IX) unless clearly indicated on the CenterTix settlement or User supplies proof to ACPA as to why a different number should be used. Each event will stand by itself with regard to the municipal surcharge, i.e., season ticket sales will be included in each event, not at the beginning or end of the season, regardless of who has the season ticket revenue.
8. Service Charges due from promoter resulting from Pull tickets will be notated in the CenterTix event settlement (see Section IV, Part A, Numbers 3. and 4.). Unless unsold tickets are returned to CenterTix no later than 24 hours after the event has ended, all Pull tickets will be assessed the service charge.
9. ACPA will settle the facility expense portion of the event with User, and make payment or receive funds from User.
10. After the close out has been finalized and agreed upon by User, and checks issued, any changes desired by ACPA will be discussed directly with User.
11. Closeout shall occur within 7 days after a non-ticketed event. When an event is ticketed, final settlement will occur within 7 working days after ACPA has received a signed CenterTix settlement.
12. Monies due User in excess of those necessary to satisfy the obligations incurred as a result of this User Agreement may be retained by ACPA to satisfy any and all unfulfilled financial obligations of User to ACPA or its subcontractor, and/or vendors submitting legitimate invoices to ACPA prior to close out, including but not limited to, previous User Agreements, rental deposits, ticketing fees, and promissory note obligations. In the event of nonpayment the remainder of the User Agreement may be canceled. In the event of nonpayment other User Agreements between ACPA and User may be canceled and non-contracted "held" date may be released.

## **VI. CUSTOMER PAYMENTS BY CHECK**

CenterTix accepts personal checks via all sales portals. Bank fees charged to CenterTix as a result of check processing will be reimbursed by User (see Section IV Part A Number 6). CenterTix will attempt to secure proper identification from all customers. CenterTix will attempt to collect payment on non-sufficient funds checks; however, User is liable for any check deemed uncollectible.

## **VII. CUSTOMER PAYMENTS BY CREDIT CARDS**

Electronic payments incur bank fees as stated in Section IV, Part A, Number 6. Bank fees associated with tickets sales are initially paid by CenterTix and reimbursed by User. CenterTix mails tickets charged on credit cards if the order is taken more than one week before the performance date. Tickets charged to credit cards but not picked up at "Will Call" remain as sold tickets. A print at home ticket option is available for tickets purchased through CenterTix.net. User bears responsibility for any credit card charges that are deemed uncollectable.

## **VIII. CUSTOMER PAYMENTS BY GIFT CERTIFICATE**

ACPA will, through CenterTix at The Center, make gift certificates available.

User also has the option of accepting User created Gift Certificates through their own offices and requesting tickets through CenterTix at The Center to fill the orders. Tickets filled this way will be printed with the full adult ticket value.

## **IX. MUNICIPAL TICKET SURCHARGE**

The Anchorage Assembly has imposed a surcharge of \$2.50 on all adult tickets sold for events at the Center. Senior citizens (defined as ages 62 and older) are exempt from this surcharge. This surcharge does not apply to any tickets sold to children (defined as ages 18 and younger). CenterTix will collect the surcharge for all applicable sales purchased directly from CenterTix. User is responsible for collecting the surcharge for all sales conducted directly by or through User and User's representatives. All funds collected for the surcharge must be remitted to ACPA at the time of final event settlement. ACPA will assume ALL sold tickets are subject to the surcharge unless adequate proof to the contrary is provided by User. The words "MOA Fee" will be printed on each ticket to designate the portion of the purchase price attributed to the municipal surcharge. Fees will not be included in the printed ticket price. Advertised ticket price may or may not include the surcharge at User's discretion.

## **X. CANCELLATION OF EVENT**

If a canceled performance is replaced by the same or other performance(s), User will be charged a minimum ticket setup fee in addition to all regular fees for rerouting information and programming. If a performance is canceled and not replaced, User shall be liable for any and all ticket costs associated with ticketing the performance up until the point of cancellation including, but not limited to, all set up fees, advertising costs associated with cancellation of the performance, and any costs associated with the sale of tickets.

## **XI. REFUND OF TICKET REVENUE**

CenterTix retains the right to make determination of ticket refunds for cause, in keeping with ACPA policy of retaining public faith. This shall include, but not be limited to, seats blocked by equipment when an exchange to comparable or better location is not possible, failure of an act or show to go on stage within reasonable time of schedule provided by User, or failure of User to provide the event advertised. CenterTix at The Center will accept no liability for tickets sold outside the CenterTix System with regard to, among other things, discounts, audits, refunds or collect-ability of funds. In the event of cancellation, User must advertise deadlines for refunds in local media. Refund location and policies will be determined on a case-by-case basis.

**XII. GROUP SALES**

Please contact CenterTix to discuss group sales options.

**XIII. VOUCHERS AND COUPONS**

CenterTix can supply a checklist to Users for their use in creating vouchers, coupons, order forms, etc. Coupons, vouchers, order forms, and other special promotional vehicles must be submitted to CenterTix prior to production for review. CenterTix will not guarantee their acceptability unless such items are approved by CenterTix prior to their printing. CenterTix will provide User a Discount Addendum form for the purpose of adding discounts to a previously built event. Refer to Section II, Part F, Number 3 for more information.

**XIV. COMPLIMENTARY TICKET LIMITATIONS**

Due to ACPA's responsibility to the Municipality of Anchorage for the collection of a reasonable level of ticket surcharge fees for events at The Center, ACPA reserves the right to charge municipal surcharge on any complimentary ticket which, in the opinion of ACPA, has not been distributed for legitimate complimentary purposes.

**XV. SEAT REQUIREMENTS**

A. HOUSE SEATS FOR ACPA: House seats will be held from sale to cover last minute emergencies as follows:

Sydney Laurence Theatre	Orchestra	H 301,302 R 301, 302 BOX FF: 1, 2, 3, 4
Discovery Theatre	Orchestra	J 313, 314, 501, 502 M 101,102, 301,302 Y 203, 204
Atwood Concert Hall	Orchestra	T 501, 502, 503, 504 K 511,512,513,514 UU 701, 702
	Mezzanine	C 601, 602, 603, 604
	Balcony	BB 462, 463, 464, 465

Unused house seats will be returned by the House Manager to CenterTix for sale as soon as, in the sole opinion of the house manager, it is practical to do so.

**NOTE: The Alaska Center for the Performing Arts obtains the right to keep 51 seats in the Atwood Concert Hall, 14 seats in the Discovery Theatre and 8 seats in the Sydney Laurence Theatre for the use of volunteer ushers during performances. These seats will not be considered part of the maximum sellable capacity of the theatre, and will not be part of the ticket manifest.**

B. ACCESSIBLE SEATING FOR PATRONS IN WHEELCHAIRS:

Accessible seating for patrons in wheelchairs is available in all theatres and in all price categories. All levels are accessible by elevator. Seating for escorts of patrons in wheelchairs shall be located next to or close by. Notice of this seating, when available is given to the House Manager. Wheelchair location seating may be sold to patrons not in wheelchairs when all other seats have been sold by placing portable chairs in the locations.

**C. HOUSE MIX:**

If a User desires sound mixing capabilities in the house, the following seats need to be removed to allow for installation of House sound Mixing console.

Sydney Laurence Theatre	S101-104
Discovery Theatre	P 305-308, Q 304-309
Atwood Concert Hall	Z 501-510, ZZ 501-512 and Y 501-511 when using larger sound board

**D. OBSTRUCTED VIEW SEATING:**

A few seats in each theatre are partially obstructed by permanent architectural features. They are as follows:

Sydney Laurence Theatre	Mezzanine	AA 201, AA 601-603
Discovery Theatre	Orchestra	S 101, S601, S301, S401 T301, T401, T101-102, T601-602
	Mezzanine	BB201, BB401, BB413, BB601
Atwood Concert Hall	Orchestra	MM 502-515, NN 503-516 – Possible Technical A 214, A 814, B 213-214, B 813-814 C 212-214, C 812-814, G 401, G 601
	Mezzanine	
	Balcony	A 401-408, A 601-608 – Possible Technical Equipment CC 451, CC 478, EE 451, GG 654-655, GG 694-695, HH 654-655, HH 694-695, II655, II679, II676, II 695
	Pit Seats	A703, A303, B707, B307

**E. ORCHESTRA PIT SEATS - Atwood Concert Hall.**

The orchestra pit can be lowered from stage level to house level for the purpose of adding 76 additional seats to increase seat inventory. This service incurs a backstage fee. Due to egress and equipment concerns, no dancing is allowed on the pit when it is at house level without seats. For more information, please contact ACPA Production Staff.

**F. TECHNICAL AREAS/STAIRS:**

Stairs from the stage to the house and house mix position could effect the seat inventory. Please contact the Production Department, Front of House and CenterTix management if seat inventory is possibly effected.

**XVI. ADVERTISING**

CenterTix does not produce advertising for events. Promotional materials such as corporate logos are available upon request. Before publishing advertising materials, CenterTix requires reviewing for accuracy of pertinent information such as but not limited to the display of ticket sales information, listing of accurate phone numbers, correct spelling of venue, Americans with Disabilities(ADA), etc.

#### **XIV. MAILING LISTS/LABELS**

Any and all names and addresses collected by CenterTix in the process of producing tickets for an event ticketed by CenterTix are the joint property of ACPA and the event Promoter/Presenter. These names and addresses are available free of charge via an online username provided by CenterTix. The names represented will signify all patrons who purchased tickets at sources that capture name and address information. In no case may a Promoter/Presenter obtain patron information for a specific event associated with a different Promoter/Presenter.

Patron information collected by CenterTix will be added to the mailing list maintained by CenterMail, a mailing service administered by ACPA. Only CenterMail Subscribers may use this list as governed by CenterMail policies and procedures. CenterMail mailing lists containing aggregate patron information are not distributed directly to a subscriber but instead are provided to a neutral third party for distribution of promotional material. All Promoter/Presenter(s) ticketing through CenterTix may subscribe to the full range of CenterMail services. Promoter/Presenter(s) wishing to subscribe to CenterMail are encouraged to contact CenterTix Systems Manager.

Promoter/Presenter(s) who are not CenterMail subscribers may request from CenterTix a list of all the names, addresses and phone numbers of those individuals who purchased tickets to their event only. Non-CenterMail subscribers may also apply to use the CenterMail list for distribution of promotional materials. All such applications for mailing lists are to be submitted to the CenterTix Systems Manager at least 10 calendar days prior to use. Both the ACPA President and CenterTix Systems Manager make decisions jointly regarding release of the CenterMail mailing list to non-CenterMail subscribers.

## CATERING POLICY

The Alaska Center for the Performing Arts. wants to encourage many types of events in this facility - receptions, dinners, weddings, wine tasting parties, etc. however, in order to do that, there are several requirements.

Users must employ/contract with caterers who certify that they have:

1. Demonstrated food and beverage sales experience;
2. Reputation for quality which is satisfactory to ACPA;
3. Demonstrated ability to organize, mobilize and accomplish the services required;
4. Proof of proper business licenses, liquor permits, insurance coverage, and any other permits that may be required from time to time by ACPA or the MOA.

ACPA does not have kitchen facilities. No cooking is allowed in Alaska Center for the Performing Arts, Inc.. Food is to be prepared off site and sterno or warming containers may be used to keep food warm. ACPA will supply only skirts(blue or green) for 6' tables used in setup. We do not provide linen tops on tables serving food or beverage.

### **Alcohol Service for all events – public or private**

All alcohol for any event public or private may only be dispensed by an individual holding a current TAM (Technical Alcohol Management) card issued by the State of Alaska Alcohol Beverage Control Board. Proof of TAM card holders must be provided prior to the event.

Private Events (like weddings, anniversaries, parties, etc.): If only beer and/or wine are served to guests (open bar), no permit of any kind is necessary. If wine and/or beer is sold to guests, a Special Event Permit from the State of Alaska, Alcohol Beverage Control Board (ABC) is required. Special Event Permits are only available to non-profit organizations. If hard liquor is served, (hosted or not hosted) a posted liquor license issued by the State of Alaska ABC board is required.

All rental clients must sign an User Agreement prior to securing any sub-contractor, including caterers. ACPA Vice President must be informed of all subcontractors, including caterers, as soon as possible. Caterers will be required to meet with ACPA Vice President no less the two (2) weeks prior to the event. All required licenses and proof of compliance with ACPA procedures will be submitted not later than two (2) weeks prior to the event.

If you have questions about catering in the Alaska Center for the Performing Arts, please contact Cindy Hamilton, Scheduling & Client Services Manager at 263-2919 or Julie Millington, Vice President at 263-2920.