



Usage Regulations

Revised June 2018

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GLOSSARY OF TERMS

- ACPA - Alaska Center for the Performing Arts
- BOX OFFICE SELLER – A person selling tickets at an office where tickets are sold
- CATERING – Providing food and/or beverage for an event or backstage
- CONCESSIONAIRE - Contracted Caterer with ACPA for ticketed events
- EVENT - Activities, public or private
- FINAL SETTLEMENT - Act of settling an event
- PRODUCTION - Department of Managers that oversee a theatre or a show that is presented to the public/private
- QUALIFIED CREW/STAGEHAND - Stage worker who has complied with specific requirements
- SECURITY - Staff monitoring cameras and radio for the facility
- THE CENTER - Alaska Center for the Performing Arts
- THEATRE - Facility for performances
- USER - One that uses/rents The Center/ACPA
- FOH - All areas occupied by the public

Alaska Center for the Performing Arts
Rental Rates effective July 1, 2011

Rates are subject to change without notification

PERFORMANCES

			<i>Non-Profit</i>	<i>Commercial</i>
Atwood Concert Hall	Fri-Sat	8am-Midnight	\$1,870	\$3,097*
Atwood Concert Hall	Sun-Thurs	8am-Midnight	\$1,700	\$3,097*
Discovery Theatre	Fri-Sat	8am-Midnight	\$730	\$1,244*
Discovery Theatre	Sun-Thurs	8am-Midnight	\$672	\$1,244*
Sydney Laurence Theatre	Fri-Sat	8am-Midnight	\$467	\$ 772*
Sydney Laurence Theatre	Sun-Thurs	8am-Midnight	\$421	\$ 772*
Elvera Voth Hall	Mon-Sun	8am-Midnight	\$329	\$329
Skybridge	Mon-Sun	8am-Midnight	\$334	\$334
Patron's Lounge	Mon-Sun	8am-Midnight	\$167	\$167

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

-Rental Rates for Extra Performances, School Shows, Dark Days, Rehearsals, etc. on page 5-

-Lobby Space Information on page 6-

SPECIAL NOTES

1. A minimum of two (2) hours must separate scheduled performances and any Event that is using a public space adjacent to the theatre.
2. Lobby spaces will not be rented when both a matinee and evening performance have been scheduled on the same day in any theatre.
3. If the Discovery Theatre and Sydney Laurence Theatre are both in use for performances, then the Carr/Gottstein Lobby will not be available for rent for a separate activity.
4. All lobby setups must conform to quality standards established by ACPA. All tables placed in the lobbies must have tablecloths and skirts which will be provided by ACPA unless used for food or beverage. If tables are to be used for food or beverage – ACPA will provide skirts only.
5. ACPA requires all Users to provide proof of insurance coverage as outlined in User Agreement (page 3, section N of User Agreement).
6. If a caterer is used, they must be approved by ACPA Inc. in advance (see page 15).
7. A qualified crew must be provided at the expense of the User if sound or lights are needed for the event.
8. A Stage Manager is required for events unless waived by ACPA Inc..
9. A minimum cleaning fee of \$500.00 will be charged if Event activities warrant.

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EXTRA PERFORMANCES—SAME DAY

	<i>Non-Profit</i>	<i>Commercial</i>
Atwood	\$888	\$1,350*
Discovery	\$432	\$537*
Sydney Laurence	\$223	\$339*
Voth	\$106	\$106*

SCHOOL PERFORMANCES—BUSSED YOUTH DURING THE DAY

Atwood	\$888	\$1,350*
Discovery	\$432	\$537*
Sydney Laurence	\$223	\$339*

OPEN REHEARSAL—INVITED DRESS

Atwood	(max 300 patrons)	8am-Midnight	\$888	\$1,145
Discovery	(max 100 patrons)	8am-Midnight	\$537	\$667
Sydney Laurence	(max 50 patrons)	8am-Midnight	\$287	\$432

REHEARSALS & TECHNICAL WORK

Atwood	8am-Midnight	\$713	\$1,010
Discovery	8am-Midnight	\$421	\$543
Sydney Laurence	8am-Midnight	\$199	\$339
Voth Hall	8am-Midnight	\$156	\$156

DARK DAYS

Atwood	\$677	\$964
Discovery	\$398	\$514
Sydney Laurence	\$170	\$321
Voth Hall	\$106	\$106

OVERTIME USE *Overtime is charged as follows for any portion of an hour which goes after Midnight or before 8 AM*

Atwood	\$145/hr	\$205hr
Discovery	\$117/hr	\$145/hr
Sydney Laurence	\$88/hr	\$117/hr
Voth Hall	\$78/hr	\$78hr
Skybridge	\$80/hr	\$80/hr

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LOBBY/PUBLIC USE SPACE RENTAL FEES

Lorene Harrison Lobby (one level plus street level) 4 hour minimum	\$146/hr	Remaining Levels	\$88/hr
Carr/Gottstein Lobby (one level plus street level) 4 hour minimum	\$146/hr	Remaining Levels	\$88/hr
Overtime (before 8 AM and after 12 AM)			\$106/hr
Patron's Lounge (capacity 50)			\$167/Event
Cleaning Deposit (refundable)	\$500	If Additional Cleaning Needed	\$26/hr
Reception in conjunction with the rental of a performing space with a 4/hr period	\$292		
Tables included in Lorene Harrison rental			16 tables
Tables included in Carr-Gottstein rental			12 tables
Tables included in Anchorage Daily News rental			4 tables

VOTH HALL SPECIAL FEES

Voth Audio Fee	-ACPA staff will set up simple wired mic w/playback-	\$50
Theatrical Lighting Fee	-If lighting plot is changed from set plot, a qualified crew is required-	\$50

ADDITIONAL DRESSING ROOMS

Atwood Concert Hall	\$53 per side/week
Discovery Theatre	\$21 per side/week
Sydney Laurence Theatre	\$21 per side/week

EQUIPMENT INCLUDED IN RENTAL

			Quantity
Atwood Concert Hall	6-ft tables with full linen (skirted ONLY for food and beverage service)		(6)
Discovery Theatre	6-ft tables with full linen (skirted ONLY for food and beverage service)		(4)
Sydney Laurence Theatre	6-ft tables with full linen (skirted ONLY for food and beverage service)		(2)
Voth Hall	6-ft & 8ft rectangle tables		(4) of each
Voth Hall, cont'd	4-ft x 8ft mirrors		(10)
Voth Hall, cont'd	Chairs		100
Voth Hall, cont'd	High Top and Short Cocktail Tables		(5)



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

\$ 5,459 - 11,129	10%
11,130 - 16,694	13.75%
16,695 - 22,259	17.50%
22,260 - 27,824	21.25%
27,825 & 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 the ACPA's Vice President & Event Operations Director may be charged at a rate of two times the rate of the Event type.

SUMMARY OF USER TICKETING FEES FOR ACPA EVENTS

Non-refundable ticket setup deposit paid in advance. The deposit is applied to the settlement after event closes.

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

Ticket Setup Fee calculated as the minimum less \$1.00 per single ticket sold.

\$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 User

\$0.25 per fixed subscription ticket sold by User

\$3.00 Municipal Surcharge per paid ticket (both single and subscription) sold by User*

Ticketing Costs per single ticket sold by User**

Plus applicable miscellaneous fees***

* Municipal Surcharge is a Municipality of Anchorage fee which is collected on behalf of the Municipality by ACPA. This fee is not collected for complimentary tickets or for tickets to be used by youth (ages 18 and younger).

** Ticketing Costs pay for costs associated with ticketing and are added to the base ticket price. Ticketing Costs are calculated as 12.27% of the base ticket price plus \$1.2127 (\$1.1227 for youth tickets) rounded up to the nearest 25 cents; or for tickets with a base price of \$65.75 or higher, 3% of the base ticket price plus \$7.30 (\$7.21 for youth tickets) rounded up to the nearest 25 cents.

*** Miscellaneous Ticketing Fees

- 1) \$200.00 rush setup fee per Event if tickets are required less than 7 calendar days after the complete CenterTix Ticket Setup Form is submitted to CenterTix
- 2) \$100.00 plus \$50.00 per hour of labor for changes made to an Event after it has been submitted to CenterTix (does not apply to additional discounts which can be added free of charge provided 48 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 User for the performance at the time it was cancelled. Please note: Rescheduling a performance is treated as a cancellation and a

new build with regard to User ticket fees.

ACPA EQUIPMENT AND RATES

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

-Labor is not included except where indicated-

PIANOS		DAY RATE	WEEK RATE
Steinway	No tune Included	\$500	\$50/add'l day
Yamaha Grand (C7)	No Tune Included	\$350	\$50/add'l day
Yamaha Upright (U1)	No tune included	\$275	\$50/add'l day
Kawai	No tune included	\$250	\$50/add'l day
Required 1 st tune	\$165		
Additional tuning	\$165 per tune		

AUDIO EQUIPMENT	DAY RATE	WEEK RATE
Wireless Microphones/channel (includes 1 battery, add'l available at extra cost)	\$50/unit	\$200/unit
Panasonic SV3900 Dat Machine	\$25	\$100
JBL 152 BI-Amp Monitor System	\$50/unit	
Meyer BI-Amp Monitor System	\$75/unit	
Yamaha PM3500	\$400	
Side Fills (JBL 3 cabinets each side)	\$100	
Midas Verona	\$200	\$800
Lobby Sound Package	\$50	\$200

SPECIAL EFFECTS RENTAL RATES	DAY RATE	WEEK RATE
Rep Plot Focused Discovery/Sydney Laurence		\$200
Rep Plot Hang Discovery/Sydney Laurence		\$100
Elvera Voth Hall Lighting System		\$ 50
Elvera Voth Hall Sound System		\$ 50
Black Lights	\$5/unit	\$20/unit
DF50 Hazer	\$75/unit	\$300/unit
Martin Fogger	\$50/unit	\$200/unit
LeMaiter/LSG Low Fog (recharging of CO ₂ tank is User responsibility)	\$150/unit	\$600/unit
Strobe	\$15/unit	\$ 60/unit
Coloram II Color changers		\$ 40/unit
Black Widow Black Light	\$15/unit	\$ 60/unit
VCR with Monitor	\$25/unit	\$100/unit
Video Camera with Tripod	\$25/unit	\$100/unit
Video Projector (6000 Lumens)	\$400/unit	\$1,600/unit
Video Projector (2300 Lumens)	\$100/unit	\$400/unit
Screen 14 x 18 on heavy duty	\$200/unit	\$800/unit
Screen 14 x 18 on heavy duty	\$245/unit	\$980/unit
AquaFlo 3300 Dry Ice Fog Machine	\$75/unit	\$300/unit

Subject to Change without notification.

ACPA EQUIPMENT AND RATES continued

MISCELLANEOUS	DAY RATE	WEEK RATE
Portable Staging	\$10	\$40/unit
Music Stands		\$2/unit
Stand Lights		\$2/unit
Risers (150.00 for all)		\$5/each
Tables 6' x 30" (Additional to stage stock)		\$10/unit
Table Skirts & tops (rectangle)		\$5/pair
Round Tables (5')		\$6/each
Oil City Chairs (<u>First 50 at no charge</u>)		\$1/each
Cut Color		\$50
Templates (Gobos)		\$50

RESALE ITEMS (15% included)	CHARGE
GEL (per sheet)	\$ 8.05
Custom Brass Templates	\$ 69
Additional Brass Templates	\$ 51.75
Grayscale Glass Templates	\$ 212.75
Additional Glass Templates	\$ 109.25
9 Volt Batteries each	\$ 3.00
Gaffer Tape	\$ 28.75/roll
Glow Tape	\$ 18.98/roll
Florescent Spike Tape	\$ 11.50/roll
Spike Tape	\$ 3.45/roll
Console Tape	\$ 6.90/roll

ESTIMATED EXPENSES: It shall be understood that while 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 an Event. ACPA stresses its desire to provide equipment to the User, and will make its best effort to provide same in a usable condition. 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.

Subject to change without notification

An Administrative fee of 15% will be added to above rental rates on the Final Building Settlement.

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 (2) hours before, during, and up to one (1) 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.

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 sole discretion, may require such additional bonding as it deems necessary and may require additional security guards, which may be provided by User. If security guards are provided by ACPA, they will be charged to User an hourly rate plus the current applicable fees.

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 User Agreement or User may be charged at Event Settlement for additional Actor's Lounge, 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 may be charged at Final Settlement for additional waste pickups and/or handling.

8. RECYCLING. User will be responsible for removal of any products from all areas of the Center and will place products in receptacles provided by ACPA located on the dock. A fee may be charged at Final Settlement for excessive amounts of product left for recycling, as determined by ACPA.

9. TELEPHONE. Any telephone services and toll charges or internet fees generated by User on ACPA's equipment may be collected at Final Settlement.

10. 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.

11. 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.

12. PARKING. NO parking is allowed on the dock, sidewalks or Town Square Park. Deliveries may be made at the loading dock (located on G Street). Vehicles in violation will be towed at Owner's expense. Users should advise all staff and patrons to use the various public parking areas nearby.

13. SETTLEMENT PROCEDURES. Event Settlement procedures are detailed in the Ticketing Services and Regulations document. Settlement shall occur within seven (7) week days(excluding holidays) after a non-ticketed Event. When an Event is ticketed, Final Settlements will occur within seven (7) week days (excluding holidays) after a CenterTix Box Office Settlement is signed by the User.

14. HOUSE MANAGER. ACPA will furnish a House Manager at each performance, to supervise the Event. The authority of the House Manager is absolute with regard to times of opening the lobbies, house, start of program or length of intermission, safety of staff and audience, and protection of the facility. House Manager and Stage Manager shall communicate with each other regarding any important information about the performance/Event including opening of the theatre, start time, incidents, et cetera.

15. PERSONNEL. ACPA will establish minimum requirements and arrange for, house management, ushers, ticket scanners, 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.

16. PERSONAL PROPERTY. 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.

17. 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.

18. PUBLIC AREAS. User agrees to abide by the discretion of the *Administrator on Duty* and/or *House Manager* concerning inappropriate 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.

19. 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 provided that such renting to others shall not unreasonably interfere with the use of said premises by 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.

20. 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.

21. 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.

22. SEATING ON STAGE. User will not permit or cause to permit seating on the stage, stage wings or in the aisles. Master class students may be allowed to sit on stage 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 Performance, and all applicable fire, building and accessibility codes are observed and advance notice to ACPA has been given.

23. SMOKING. NO smoking is allowed in the building per Alaska Statute Sec. 18.35.300 or within 20 feet of an entrance per revised AMC 16.65.

24. FOOD AND BEVERAGES. Only bottled water is allowed in the theatres during a performance. No food or beverages are allowed in the theatres or backstage areas without prior approval by ACPA.

25. LODGING FORBIDDEN. Using the Facility as a sleeping or lodging accommodation is strictly prohibited.

26. ANIMALS. User will not bring, 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. Service animals as defined by ADA law are permitted.

27. FIREARMS. Firearms of any kind may not be carried, displayed or used by any person other than security personnel authorized by ACPA. User should not count on a locked door securing your goods and possessions.

28. 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.

II. PUBLICITY AND PROMOTION

1. PROGRAM. If User prepares a program for distribution to the audience, programs shall be delivered to the Center by 4pm prior to User's performance, when the performance occurs on any day Monday through Friday. For Saturday and Sunday performances programs must be supplied by 4:00 p.m. on the preceding Friday.

2. POSTERS/PHOTOGRAPHS, ETC. To aid in advance publicity, ACPA maintains poster stands near the Ticket Office in the Carr-Gottstein Lobby and Lorene Harrison 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 or they will be destroyed.

3. DISPLAYS AND SIGNS. User will display no posters, photographs, models, etc., at the Center 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.

4. OBJECTIONABLE CONTENT. ACPA has no desire to, and will not, censor or request alterations in the content of the events of its users, except when such presentations may endanger the health or safety of patrons. However, ACPA has a legal responsibility to notify the public when the content of an event 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 Event 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 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 Event. ACPA has the right to require said notification, if, in the opinion of ACPA, the Event 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.

5. 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.

6. DISRUPTIVE PERSONS. ACPA reserves the right to remove from an Event 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.

7. 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.

8. LOGO AND GENERAL ADVERTISING. User shall be provided, upon request, 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. The use of ACPA logo is encouraged but not required. Theatres may be designated by only correct theatre name SYDNEY LAURENCE THEATRE, DISCOVERY THEATRE, 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.

9. BANNER POLICY. ACPA encourages Users of the facility to utilize exterior banners as part of their advertising and promotion of an Event . There are five (5) locations located on the East side of the building facing Town Square. These slots are limited and available on a first-come, first-served basis for a maximum of thirty (30) days. User must contact the ACPA Administrative Assistant at 263-2900 to obtain banner aesthetic standards, material/construction requirements and banner application. Only upon receipt of the completed banner application and approval of banner content will the space be scheduled. User does not need to apply for a Banner Permit with the Municipality of Anchorage.

III. TICKETS

TICKETING SERVICES AND REGULATIONS: ACPA shall have exclusive rights to the operations of all ticket offices and ticket sales services within the Center. All ticketing services and regulations are outlined in "Ticketing Services and Regulations", pages 25-37.

IV. CATERING POLICY AND CONCESSION RIGHTS

1. **EXCLUSIVE RIGHTS:** ACPA retains exclusive rights to operate all concessions and catering services within the Center for Events permitted hereunder.
2. **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 "Catering Policy", IV # 5 below).
3. **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 sold to the public within the Center must be provided by ACPA's concessionaire and be consumed only in those areas designated by ACPA.
4. **MERCHANDISE:** 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 sellers. 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 merchandise location shall be determined with ACPA staff approval. If User uses ACPA credit card machine a current processing fee of 3.0% will be assessed on each transaction, subject to change without notice.
5. **CATERING POLICY:** ACPA 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.
 - A. 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.
 - B. **ACPA does not have kitchen facilities.** No cooking is allowed in the Center. Food is to be prepared off site. 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.
 - C. **Alcohol Service for all Events – 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.

- D. **Private Events (weddings, anniversaries, parties, etc.)** : If 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. Only ACPA's concessionaire on contract is allowed to sell alcohol. Special Event Permits are only available to non-profit organizations under "AS 10.20". If hard liquor is served, (hosted or not hosted) a posted liquor license issued by the State of Alaska ABC board is required.
- E. **All renters 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 no later than two (2) weeks prior to the Event.
- F. If you have questions about catering in the Alaska Center for the Performing Arts, please contact Julie Millington, Vice President at 263-2920 or Cindy Hamilton, ACPA's Vice President & Event Operations Director at 263-2919.

V. COMPLIANCE WITH LAWS & LICENSING

1. **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.
2. **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.



BACKSTAGE

VI. 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.

- 1. ACCESS:** There are four (4) loading dock doors located at the West End of the building on G Street between 5th & 6th 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 and unloading of personal vehicles have a time limit of twenty (20) minutes. All of the stages, except the Voth, are 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 loading 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.
- 2. PARKING:** **NO** parking is allowed at the loading dock, sidewalks or Town Square Park. Vehicles in violation will be towed at Owner's expense. User should advise all staff and stagehands to use the various public parking areas nearby.
- 3. CAST and CREW:** All cast and crew members must enter, check in and leave by the stage **crew entrance** door entrance located on 5th Avenue & G Street (Security entrance).
- 4. 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 will specify who adds names to this list.

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. Passes must be available upon request at all times backstage unless in costume. Those without 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 (page 24).

Personal Property: Lock boxes may be provided for User on all stages upon request. User must supply padlocks.
- 5. 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.
- 6. 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 User has loaded out, all equipment must be removed as well. Storage fees for equipment not removed when User loads out will begin the following day.

VII. ACPA PRODUCTION STAFF

Each theatre has a Production Manager: Fred Sager - Atwood Concert Hall; Mark Florez - Discovery Theatre; Wendy Odden - Sydney Laurence Theatre; Stephen Crawford - Elvera Voth Hall, lobbies and Skybridge 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.

VIII. 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 about dressing room diagrams, Atwood orchestra shell drawings, specs on lighting, sound, rigging equipment and ACPA technicians' costs.

Production must receive the following, three (3) weeks in advance:

9. Technical Rider information
10. Equipment Rental requests
11. Shop Order requests for lighting, sound, and rigging
12. Technical Schedules

Special technical requests must be made no later than one (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.

IX. 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.

X. 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.

XI. EQUIPMENT

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

A. No Center equipment may be used as set pieces.

B. Orchestra Shells. A full shell is located in the Atwood Concert Hall and Discovery Theatre. 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.

C. Pianos. Users may rent ACPA's pianos, if available.

D. Tech Tables. ACPA can provide a tech table for the User's directors and designers.

- E. Risers. Risers and staging are available at an additional cost.
- F. Tables/Chairs. Each theatre has table/chairs available for use. Additional banquet tables, chairs, and skirting may be rented.
- G. Music Stands. Music stands and lights are available at an additional cost.
- H. 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.
- I. 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.
- J. Rigging. Additional rigging hardware is available for use by qualified riggers. Additional costs may be incurred.
- K. Lifts/Ladders. Lifts and ladders are available to trained individuals based on the daily use schedule. Usage of lifts/ladders must follow OSHA standards.
- L. 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.

XII. ORCHESTRA PITS

A pit lift is installed in the Atwood Concert Hall. Standard configuration for the lift is at stage level without seats. Seats may be installed on the lift which will increase the capacity by a maximum of seventy-four (74). Installation/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. It is important that User notifies both Ticket office and Production if pit seats are used or changed.

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.

XIII. STAGE MANAGER

The User must have an ACPA qualified stage manager at all times. This requirement may be waived for meetings or receptions with the rental of the Voth Hall, Skybridge or Lobby spaces. A list of qualified personnel and the Stage Manager Rules and Regulations are 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.

XIV. TECHNICAL DIRECTOR

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

XV. 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 unless approved by User. A list of qualified technicians is available from Production.

XVI. 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 22-24 of these Regulations.

XVII. 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.

XVIII. 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.

XIX. 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.

If WELDING of any kind is necessary, written approval must be received by production staff as very specific requirements must be met.

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

XX. SOUND

User's Event shall be subject to limitations of sound level per municipal ordinance. Chapter 15.70 NOISE CONTROL.

XXI. SPECIAL RIGGING

ACPA Rigging Specialist must approve all special rigging designs and personnel. All designs for special rigging must be submitted to Production two (2) weeks in advance.

XXII. 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 one (1) week prior to Event, to accommodate ADA requirements for posting. 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.

XXIII. SMOKING

NO smoking is allowed in the building per Alaska Statute Sec 18.35.300 or within 20' of an entrance per Revised AMC 16.65. Electronic cigarettes are not allowed within the building. Smoking may be allowed on stage as part of a performance script with written permission of ACPA.

XXIV. FOOD AND BEVERAGE

Only bottled water is allowed in the theatres during a performance. No Food or Beverage (except bottled water) is allowed in Technical Booths of any theatre. Food and Beverage is allowed in actor's lounges and dressing rooms.

Alcoholic beverages are allowed in the dressing rooms and actors' lounges with ACPA approval. No alcohol is allowed on any stage except during an approved contracted event. Only ACPA's concessionaire on contract is allowed to sell alcohol.

XXV. 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 User that is damaged or lost will have its replacement value charged to the Final Settlement.**

XXVI. 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.

XXVII. OSHA

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

XXVIII. ACCIDENTS or INJURIES

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

STAGE CREW REQUIREMENTS

XXIX. MINIMUMS FOR ALL EVENTS

1. If battens are to be weighted or un-weighted in excess of a single counterweight, there shall be a minimum of two fly-people.
2. If battens are to be flown in and/or out for a rehearsal or performance, there shall be a minimum of one fly person.
3. If any soft goods or other hard scenery pieces are to be moved and/or added to the hang of a theatre, there shall be a minimum of one carpenter.
4. If any house mix position seats are to be removed and/or installed in conjunction with an audio call, there shall be a minimum of one carpenter. If any house mix position seats are to be installed and/or removed not in conjunction with an audio call, there shall be a minimum of two carpenters.
5. If any specialized rigging is to be added, or any additional points created in a theatre, there shall be a minimum of two riggers, one in the air and one on the ground.
6. If any electrics are to be hung, cabled, un-cabled, adjusted or focused, there shall be a minimum of one electrician.
7. If a personnel lift is being utilized, there shall be a minimum of two certified operators.
8. If a follow-spot is to be operated for a production, there shall be a minimum of one follow-spot operator.
9. If any house gear is to be flown overhead, there shall be a minimum of one fly person and one audio technician.
10. If any audio gear is to be moved and/or re-patched there shall be a minimum of one audio technician.
11. If either dance floor is to be laid and/or removed there shall be a minimum of one props person and one grip.
12. If wardrobe boxes are to be unpacked, laundry facilities utilized for wardrobe, hazardous materials used, costume repairs done, or performance dressing integrated into a rehearsal and/or performance, there shall be a minimum of one wardrobe person. The wardrobe person shall not be responsible for any laundry not associated with a production.
13. If the small shell needs to be set up and/or taken down with 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.
14. If the repertory plot is used, there shall be a minimum of one electrician.
15. 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 electricians are being weighed and re-weighed, there shall be a minimum of two fly/electricians.

16. If the ACPA light boards need to be reprogrammed, there shall be a minimum of one qualified light board operator.
17. 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.
18. If a person needs to be flown, a minimum of one rigger and one fly person to install, inspect and operate the system and components.
19. If the chorus risers or staging needs to be set up, there shall be a minimum of two carpenters.
20. If round tables and chairs need to be set up and/or removed, there shall be a minimum of one carpenter.
21. If ladders, catwalks and/or power tools are used, there shall be a minimum of one position (a qualified person) and one grip.
22. If musical instruments, other than piano, are handled by local crew, there shall be a minimum of one prop person.

XXX. MINIMUMS FOR ATWOOD HALL

1. If legs are to be moved, removed, or added, there shall be a minimum of two fly people and two carpenters.
2. 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.
3. If the Atwood Orchestra shell needs to be set up or taken down, there shall be a minimum of one certified motor operator/fly person, four carpenters and one electrician .
4. If Atwood Orchestra shell ceilings need to be moved in to storage truss, there shall be a minimum of four carpenters and one certified motor operator.
- 5.
6. If pit seats are to be installed and/or removed, there shall be a minimum of one carpenter and one grip.
7. If both house mix and monitor mix are to be used, there shall be a minimum of two audio technicians.

XXXI. MINIMUMS FOR DISCOVERY THEATRE

1. If legs are to be moved, removed, or added, there shall be a minimum of two fly people and one carpenter.
2. 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.
3. 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-persons and four carpenters.

4. If the Discovery orchestra pit plugs are to be removed or restored, there shall be a minimum of five (5) carpenters.
5. If Discovery orchestra shell needs to be set up, there shall be a minimum of one certified motor operator/fly person, two carpenters and one electrician.
6. If the ETC S4 multi PAR lights are added to the shell set up(see #5), additional crew of one electrician and one fly to the normal shell set up(see#5).
7. If the Discovery orchestra shell wall need to be moved into storage truss, there shall be a minimum of one certified motor operator, two fly persons, two carpenters and one carpenter must be a qualified Genie operator.

XXXII. MINIMUMS FOR SYDNEY LAURENCE THEATRE

1. If legs and/or borders are to be moved, removed, or added, there shall be a minimum of two fly-persons and one carpenter.
2. 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-persons and two carpenters.

XXXIII. ACPA CHAPERONE POLICY AND GUIDELINES

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. User 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 the group and then with the production manager of the theatre.

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.

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, Vice President (263-2920).
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 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. Having some snacks and something to drink can also be very helpful.

Ticketing Services and Regulations

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 the User with series/subscriptions tickets at the stated rate (see Section IV, Part A #2 of the Ticketing Services and Regulations, page 29). The User may sell, through their own offices, series/subscription tickets which will be processed by CenterTix as ordered by the User. Series/subscription tickets must be ordered in writing from the CenterTix Management no less than two (2) weeks before tickets are to be produced.
- C. **PRE-PRINTING TICKETS FROM THE CENTERTIX SYSTEM:**
1. Users 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. Unless returned to CenterTix prior to the Event, these tickets will be considered sold and will be reported as User sales at settlement.
 2. 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 (1) non-CenterTix location as designated by User. Under no circumstance can Pulls be sold at more than one (1) location.
 3. In no instance will more than 50% of the available single tickets in any seating area be issued as pulls without prior arrangement with CenterTix. Seat inventory is retained by CenterTix in every seating area to accommodate customers who purchase tickets by phone, online, mail and at The Center's box office.
 4. CenterTix reports all Pull tickets at the printed ticket price. User is responsible for tracking the actual ticket revenue collected from Pull ticket sales. User is also responsible for collecting all associated fees for each pull sold.
 5. Pull tickets cannot be replaced if lost or stolen.

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 to order ticket services, (907) 263-2727.

B. **TIMING OF SALES:** CenterTix can place tickets on sale at any time agreed upon by User prior to an Event provided the User Agreement and all related deposits have been fulfilled. All requests for ticketing services must be received at least seven (7) 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 ACPA's Vice President & Event Operations Director. 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. **RECORD OF USER TICKET SALES:** Detailed records of User's ticket sales including but not limited to season ticket sales must be made available to CenterTix at the time of the event's performance date in order to provide customer support including replacing lost tickets, etc.

D. **COMPLIMENTARY TICKETS:** Everyone entering the house to occupy a seat must have a valid ticket; this includes the User's staff and performance staff. Complimentary tickets can be arranged by User with a written request.

E. **TICKET SALES LOCATIONS:** Tickets are sold at CenterTix.net, The Center box office 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 in writing, of all ticket prices including User's intention and plan to discount tickets. Such information about reducing the price of tickets must include:

- a. Precise dollar value of discounted ticket.
- b. 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 of staff time required to complete the change. Changes that require rebuilding an Event or performance will result in processing 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 48 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 of the Ticketing Services and Regulations. 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. Once the Event has been built by CenterTix, new price categories cannot be added. Seats within a price category can be reassigned to another price category by written request.
- G. DISTRIBUTION OF INFORMATION: User agrees to provide CenterTix, at the time the CenterTix ticket setup form is submitted, 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 number of acts, synopsis of plot, specific musical works, biographical information about artist(s), when or if intermissions occur, time show is scheduled to end, 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. TICKET DELIVERY METHODS: CenterTix offers several ticket delivery methods for online, phone and mail orders. The ticket buyer chooses a delivery method during the ticket purchase. Delivery options may be limited depending upon the time between the purchase date and the performance date. Delivery options include: USPS First Class mail for orders taken more than one week prior to the performance; USPS Priority Mail (additional \$6.00 per order fee) for orders placed more than 3 days prior to the performance; Print-at-Home and Mobile Delivery via email distribution; and, will call for tickets to be picked up at the box office.
- I. EVENT DAY: CenterTix will sell tickets to all Events as scheduled in Section III, Part B of the Ticketing Services and Regulations. However, if current Event traffic warrants, sales to future Events may be delayed until after start of the current Event.

III. TICKET OFFICES

A. BOX OFFICE LOCATIONS: CenterTix operates out of the Carr-Gottstein Lobby of The Center and is generally the only location in The Center where advance ticket sales are transacted in person 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 and Lorene Harrison Lobby.

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

B. CENTERTIX OFFICE HOURS: (cont.)

CARR GOTTSTEIN LOBBY BOX OFFICE (cont.)

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 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.

Performance Space	Minimum Reserved Event Setup Fee	Minimum Gen. Adm. (GA) Event Setup Fee
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 general admission seating available for approved Events only.

User Fee Summary (Fees Paid Per Performance at Settlement)

Setup Fee	The minimum setup fee (as listed above) less \$1.00 per single ticket sold
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 Subscription (e.g. Pick-a-Pack)	\$1.00 per ticket handled by promoter
Return Comp, Pull & Subscription	\$0.50 per ticket returned by User**
Promoter Exchange	\$0.50 for returned ticket, plus the standard fee for the new ticket
Municipal Surcharge***	\$3.00 per ticket (excludes comps & youth tickets) sold by User
Single Ticket Ticketing Costs****	For tickets with a base price less than \$65.75, ticketing costs are 12.27% of the base ticket price plus 1.2127 (1.1227 for youth tickets) rounded up to the nearest 25 cents. For tickets priced at \$65.75 or higher, ticketing costs are 3% of the base ticket price plus 7.30 (7.21 for youth tickets) rounded up to the nearest 25 cents.

** 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 agents.

**** User only responsible for these fees on Pull tickets sold by User and User’s agents.

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 are sold solely by CenterTix.

3. User is allowed a limited number of Pull tickets for distribution (see Section 1 part C). User is responsible for collecting the MOA surcharge on all eligible tickets sold outside the CenterTix system. Likewise, User is responsible for collecting the CenterTix Single Ticket Ticketing Costs for all single tickets sold outside the CenterTix system. These charges will be notated during the Event Settlement process (see section V part G, numbers 7-8).
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 MOA surcharge or the CenterTix Single Ticket Ticketing Costs for tickets which have been returned to CenterTix prior to the performance. CenterTix cannot guarantee returned tickets will be available for sale if received less than four (4) 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. (Reprint fees will be waived for tickets that have been lost in the mail.)
7. Once an Event has been built and double checked, prior to public sales, any changes that require substantial revision, including but not limited to wholesale re-pricing, dates or content, 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. When changes require rebuilding Event performances, the original build is considered a cancellation subject to all cancellation fees and penalties plus standard ticketing fees for the new build.

B. PATRON FEES: The patron pays the following charges on a per ticket basis.

1. Patrons buying single tickets are charged for Ticketing Costs at point of sale. For tickets with a base price less than \$65.75, Ticketing Costs are 12.27% of the base ticket price plus 1.2127 (1.1227 for youth tickets) rounded up to the nearest 25 cents. For tickets priced at \$65.75 or higher, Ticketing Costs are 3% of the base ticket price plus 7.30 (7.21 for youth tickets) rounded up to the nearest 25 cents. Ticketing Costs are added to the ticket price set by User. The same Ticketing Costs are collected on single ticket sales transacted at all sales locations, including but not limited to the Center's Box Office, CenterTix.Net, 263-ARTS as well as any location designated by User as an alternate sales outlet. Ticketing Costs are retained by CenterTix and are non-refundable. Ticketing Costs due CenterTix from single tickets sold by User will be itemized on the CenterTix Event Settlement.

2. Patron pays a \$3.00 per ticket Municipality of Anchorage (MOA) surcharge for all eligible tickets as outlined in Section IX of this agreement. This fee is levied at all sales locations. Municipal surcharges collected by User for sales transacted outside CenterTix sales channels will be collected by ACPA during the Event Settlement process. Itemization of User owed Municipal Surcharges 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 Ticketing Costs of 3% of the base ticket price plus 1.12 (1.03 for youth subscription tickets) rounded up to the nearest 25 centers per ticket. Subscription Ticketing Costs are added to the ticket price set by User. This charge is collected in lieu of the Single Ticket Ticketing Costs described in Section B, Number 1 above. Similarly, all User subscription ticket fees are waved 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 \$3.00 per ticket. Super exchanges are allowed only with prior arrangement by User. 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 plus an exchange fee when an exchange is an upgrade. The patron does not receive the difference in price when an exchange results in a downgrade. In the case of a downgrade, 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 text, email, 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 voided must be obtained in order to proceed with 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 User immediately after each performance. A final CenterTix Settlement will be available within one week of the end 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 Vice President & Event Operations Director.
 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 ACPA's Vice President & Event Operations Director 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 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 ACPA's Vice President & Event Operations Director 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. Single ticket ticketing costs due from promoter resulting from Pull tickets will appear in the CenterTix Event Settlement (see Section IV, Part A, numbers 3-4). Unless unsold tickets are returned to CenterTix before event curtain all pull tickets will be considered sold and assessed this charge.
9. ACPA's Vice President & Event Operations Director will settle the facility expense portion of the Event with User, and make payment or receive funds from User.
10. After the Settlement has been agreed to and checks issued. Any changes or errors will be discussed by both parties to resolution.
11. 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 Settlement, 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 at the Center Box Office. 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 including any fees incurred.

VII. CUSTOMER PAYMENTS BY CREDIT CARDS

Credit card payments for ticket purchases are subject to processing fees. These fees are initially paid by CenterTix and reimbursed by User as outlined in Section IV, Part A, Number 6. 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 for sale and are redeemable for ticket purchases only.

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 \$3.00 on all adult tickets sold for Events at the Center. This surcharge does not apply to any tickets sold for use by youth (defined as ages 18 and younger). As of September 6, 2010 senior citizens (defined as ages 62 and older) are no longer exempt from this surcharge. 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 the User and User's agents. 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: \$3.00" will be printed on applicable tickets to designate the portion of the purchase price attributed to the municipal surcharge. 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 collectability 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 general 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: The Center makes every effort to comply with current Americans with Disabilities Act(ADA) legislation. Accessible seating for patrons is available on all levels of the theatres and accessible by elevator. These seats are available via all sales portals and clearly marked as accessible seats. Seating for escorts of patrons with disabilities shall be located next to or close by. Notice of this seating is given to the House Manager when available. These seats may be sold to patrons without disabilities only if they are the last remaining seats in a price category.

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 305-308
Atwood Concert Hall	Z 501-510, ZZ 501-512 and Y 501-512 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
Atwood Concert Hall	Orchestra	NN502, NN517
	Orchestra	MM 502-515, NN 503-516 – Possible Technical Equip.
	Mezzanine	C812, G 401, G 601 A 401-408, A 601-608 – Possible Technical Equipment
	Balcony	CC 451, CC 478, EE 451, GG 654-655, GG 694-695, HH 654-655, HH 694-695, II655, II679, II676, II 695

Additional seats may be put on hold in case proscenium sightlines are obstructed. These holds will be released once load in is complete if not needed.

E. ORCHESTRA PIT SEATS - Atwood Concert Hall.
The orchestra pit can be lowered from stage level to house level for the purpose of adding a maximum of 74 additional seats to increase seat inventory. Installation/removal of these seats will be done at User expense. 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:** House mix position and stairs from the stage to the house could affect the seat inventory. Please contact Production, Front of House and ticketing staff if seat inventory is possibly effected.

XVI. ADVERTISING

Advertising Events to the general public is the responsibility of the User. Promotional materials such as corporate logos are available upon request. Before publishing advertising materials, CenterTix requires that all materials be submitted for review of pertinent information such as but not limited to the display of ticket sales information, listing of accurate phone numbers, correct spelling of venues, Americans with Disabilities Act (ADA) notification, etc.

All ticketed events will automatically appear on the CenterTix website, on a Center lobby list of upcoming events as well as in a monthly calendar eblast that is sent at the end of the month prior to the event.

Additional advertising opportunities are available through ACPA including both general and event specific ad placement. A separate agreement will be established to govern ad placement. Please contact ACPA Development Department at (907) 263-2923 for information.

ACPA also offers mailing list and eblast services via CenterMail subscriptions. A separate CenterMail subscriber agreement must be completed to access these mailing services. Please contact ACPA Systems Web Manager at (907) 263-2723 for information or read the Mailing Lists/Labels section immediately following.

XVII. 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 User. These names and addresses are available to User 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 User obtain patron information for a specific event associated with a different User.

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 Users ticketing through CenterTix may subscribe to the full range of CenterMail services. Users wishing to subscribe to CenterMail are encouraged to contact ACPA Systems Web Manager at (907) 263-2723.

Users 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.