

# Gallo Center for the Arts

## License Inquiry Information

The Gallo Center for the Arts

1000 I St., Modesto, California 95354  
General Information: 209-338-5000  
Fax: 209-338-5006  
[www.galloarts.org](http://www.galloarts.org)

## Gallo Center for the Arts Information Form

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## Gallo Center for the Arts Information Form

### 1. INTRODUCTION

Thank you for your interest in using the Gallo Center for the Arts for your upcoming event. The staff at the Gallo Center for the Arts is dedicated to making every effort to ensure the success of each event held in our facility. The following information is meant to give you the information you may need in making your choice of venues for your event.

The Gallo Center for the Arts has two performing spaces, the 1251 seat Mary Stuart Rogers Theater and the 444 seat Foster Family Theater. Easily accessible from highway 99, the Gallo Center for the Arts offers a visually stunning and technically superior performance space with a beautifully landscaped plaza, spacious and well-equipped backstage area, ample parking and easy access to adjacent downtown facilities.

The Gallo Center for the Arts' stages will easily accommodate large or small performing ensembles, concerts, conferences and other special events.

The Gallo Center for the Arts acts as a presenter of fine arts and quality entertainment events, and is home to many resident community performing arts groups. Additionally, it is available for use by community-based organizations, concert promoters, corporations, and national touring companies.

We are conveniently located at 1000 I Street in the center of downtown Modesto.

The use and scheduling of the Gallo Center for the Arts and its components shall be managed on an annual basis contingent on the following criteria:

- A. Disciplines: An appropriate blend of music, theatre, dance, and other art forms and activities.
- B. Users and Audiences: Scheduling and programming decisions reflecting both user demand for facilities and audience demand for programs.
- C. Special Audiences: Programs, services or facilities to serve the young, the physically challenged, etc.
- D. Cultural Diversity: Providing programs by and for the ethnically or culturally under represented.
- E. Revenues: An appropriate balance among lower and higher revenue-producing events.
- F. Quality: Whether professional or non-professional, production standards and responsible practices which suggest commitment and maximum use of resources.
- G. Maximum Usage: Achieving a highly and efficiently utilized facility given resources available and the capabilities of the facility.

## 2. FACILITY LICENSEE RESERVATION

A. For individual date reservations, contact the Events Coordinator to check on date availability at (209) 549-0601. If an available date is found and agreed upon, the Gallo Center for the Arts will tentatively hold the date(s) for up to four (4) weeks.

B. Challenge Policy: In the event that there is a date for which a renter has a 'hold' but no contract, the date is subject to 'challenge'. A date challenge will be conducted only when a Licensee has an event that can only fit on that specific date, and for which they have pre-paid the full estimated Facilities License Fee for the event. Once that fee is received the Licensee with the original 'hold' will have 48 hours (not including weekends or holidays) to respond to the challenge by either releasing the date or by paying the nonrefundable Facilities License Fee for that 'hold'. Any date that has been confirmed for which a signed agreement and the appropriate Facilities License Fee is in place, cannot be challenged.

C. Within 4 weeks of holding a date the potential Licensee should meet with the Event Coordinator to discuss the details of the proposed event and fill out an Event Request Form detailing the specifics needs of the event.

D. Once the Event Request Form is received, the Events Coordinator will review the information and make a decision whether the event may be booked. Submittal of an Event Request Form does not guarantee that the event will be booked.

E. When approved, two copies of the Facility License Agreement (A binding legal document required for each event) will be sent to the Licensee for the Licensee's signature. Return BOTH COPIES along with the initial payment as required by the Facility License Fee Estimate (\$500 for each day of use) not more than ten (10) calendar days after its receipt. All fees must be paid by the Licensee or the Licensee Group specifically identified in the Facility License Agreement. If the License Agreement and Facility License Fee are not received within the required time period, the event may be cancelled.

F. The Licensee must pay a Facility License Fee payment of 50% of the total estimated rental cost 90 days prior to the event or 10 days prior to any ticket on sale date. The balance of the Facility License Fee is due 30 days in advance of the scheduled event(s). The Licensee may cancel the contract at any time. However, cancellation between 60 days and 30 days prior to the event would result in loss of the deposit and within 30 days of the event loss of entire estimated rental costs and all of the Gallo Center for the Arts' out-of-pocket

costs. Out-of-pocket costs will be determined by the Gallo Center for the Arts' Executive Director or his/she designee.

G. After the initial Facility License Fee has been paid, the Licensee may submit the Ticket Order Form to have their tickets printed and/or placed on sale and the event information will be included on the Gallo Center for the Arts website calendar (as noted by the Licensee in the Event Request Form).

H. A production meeting will be scheduled with the Licensee and Licensee's company/production team to evaluate production needs and discuss all aspects of the event; lobby/front of house activities, sound/lighting/stage/equipment needs, production schedule, etc. The number of personnel required is determined by the Gallo Center for the Arts management based on the specific needs of each individual event.

I. A revised cost estimate based on the information provided in the production meeting covering estimated labor, equipment use, expendables, standard and other costs will be submitted to the Licensee. This is just an estimate. Final accounting will be based on actual costs of the event.

J. The Licensee will have to provide a Certificate of Insurance indicating Comprehensive General Liability and Worker's Compensation Insurance with a combined single limit of not less than \$1,000,000.00, as well as Fire and Extended Coverage Insurance no later than 30 days before the event. The insurance policy must remain in force during term of occupancy.

K. Load-in/Event day(s): Arrive at the Gallo Center for the Arts at the pre-scheduled time. Wait time will be charged at 1.5 times the published rate.

L. A final accounting reflecting the actual costs will be made within two weeks following the performance. The Licensee will be presented with available documented facility expenses to include, but not be limited to: rental balance, ticketing expenses, labor expenses, equipment rental, taxes, parking and catering expenses. The Licensee is responsible for settling all outstanding expenses.

### 3. RENTAL POLICIES

A. All rental fees shall be paid in lawful money of the United States, certified check or other manner deemed adequate by the Executive Director (or his/her designee) of the Gallo Center for the Arts.

B. The rental includes only the portion of the facility indicated in the License Agreement, heating and air conditioning service, and appropriate use of dressing rooms. The rental does not include any special services, labor or equipment not supplied by the management under the terms of the License Agreement. A minimum level of facility and equipment supervision is required.

C. The proper number of ushers will be determined by the Gallo Center for the Arts and House Management will be billed to the Licensee at applicable rates.

#### 4. SCHEDULING

The Gallo Center for the Arts' goal is to accommodate the interests of all Licensees for the purpose of maximizing the Gallo Center for the Arts activities. The booking calendar will be opened for three-year time periods and scheduling will be based on the following classes.

##### Class 1:

Resident Companies are given priority booking status, and can book dates up to 36 months in advance. Week long activities will be scheduled prior to single date activities.

To achieve Resident Company status, an organization must be:

1. Recognized as a tax-exempt 501(c)(3) organization,
2. A performing arts presenting or producing organization,
3. Presenting or producing a minimum of 12 paid days per year inclusive of rehearsals and performances,
4. Able to schedule the season/series of events a minimum of 18-24 months in advance.

##### Class 2:

As a resource for the arts in the region, the Gallo Center for the Arts will be made available to Regional professional and community arts producing and presenting organizations in Stanislaus County that are:

1. Leading professional or community arts producing companies who are a recognized tax exempt 501(c)(3) organizations.
2. Able to schedule a season/series of events a minimum of 18-24 months in advance.
3. Presenting programming that complements presentations of Resident Companies and does not create an imbalance in any performing arts discipline.

##### Class 3:

Commercial promoters will be allowed to book the facility on a first come, first serve basis when dates are released for open booking. These organizations must:

1. Show an established record of sales and public event presentation.
2. Recognize that priority for use will be given to performing arts events.
3. Recognize that week long activities will be scheduled prior to single date activities.

#### Class 4:

Non-performance usage of the Gallo Center for the Arts in the form of meetings, conferences and similar events will be available once dates are released for open booking. The Gallo Center for the Arts is the premiere arts facility in the region and as such will serve an important role in the life of the community.

- All open dates will be available for booking by May/June of each performance year.
- Week long activities will be scheduled prior to single date activities.
- Extended preference will be given to community organizations or individuals to book 18-36 months in advance when requested dates that fall into the summer months, June 15 - September 15, providing this does not conflict with Resident Companies.

#### REHERSALS & TECHNICAL SET-UP

Rehearsals and technical set-ups for any performance should be booked only on dates contiguous with the related performance. Any space can be booked in advance for noncontiguous rehearsal dates as second priority to performances, but the reservation will not be confirmed as final until thirty days in advance of the requested date.

#### 5. EVENT PERIOD

The “event period” is a period of time between 8:00 am and Midnight, when the facility is used to present an event attended by the public, audience or member of a group. The “event period” is also that period when the facility is used for the purpose of load-in and technical rehearsals on the day of a performance.

#### 6. NON-EVENT PERIOD

The “non-event period” is that period of time between 8:00 am and Midnight when the facility is occupied by the Licensee but not open to the public or audience and the lobby and front of house could otherwise remain closed. The “non-event period” would include rehearsals and moving in or out of sets and equipment. The presence of more than 30 persons in the audience section shall convert a “non-event period” to an “event period”.

#### 7. TICKET OFFICE

A. The Gallo Center for the Arts will operate the ticket office for all events held in the Gallo Center for the Arts. The Gallo Center for the Arts may agree to handle tickets for events not held in the Gallo Center for the arts as shown on the Rental Fee Schedule.

B. All tickets sold at the Gallo Center for the Arts shall at all times be under the charge of the Executive Director or his/her designate. The Executive Director or his/her designate shall, at the satisfactory termination of the event, make all

necessary payments to the Licensee for money received from sale of tickets less expenses incurred as detailed in the License Agreement.

C. Resident Companies, in recognition of the fact that they may have other contractual obligations related to the event and the normal events could have extended runs, the Executive Director may advance funds to Licensee on a bi-weekly basis, provided such advances do not exceed actual funds collected to that date less expenses for contracted rental and personnel fees for the event.

D. Licensee shall have the right to determine ticket price to each event produced by its organization. Prices may be scaled depending on day, time, seat location, group or other discount and other conditions provided such pricing is compatible with ticket office technology and ability to provide clear, quality service to the customer.

E. The Gallo Center for the Arts reserves the right to hold for its own use, and at no charge, four (4) house seats for every event held at the facility. In the event house seats are not to be utilized for any performance, they will be returned to sale inventory not later than 1/2 hour prior to a performance and any subsequent sale there shall be to the benefit of the Licensee.

F. Normally tickets for single events will be placed on sale eight (8) weeks prior to an event and subscription tickets six (6) months prior to the first event. The Gallo Center for the Arts will normally provide sales personnel for each performance one (1) hour prior to each performance. Ticket stock will be provided by the Gallo Center for the Arts as each ticket is sold.

## 8. CONCESSIONS

### A. Pre-show, Intermissions, Post Performances:

The Gallo Center for the Arts reserves all concession rights for its own benefit, including sale of all food and beverage.

### B. Private Parties:

The Gallo Center for the Arts reserves the right to establish a list of approved caterers which will be permitted to provide service in the Gallo Center for the Arts for private parties and events.

### C. Souvenir and Gift Concessions:

Programs, records, tapes or other merchandise related to a performance or to the producing organization may be sold at locations throughout the Gallo Center for the Arts, provided prior arrangements are made with the Events Coordinator. Such sales are subject to a percentage of the gross receipts payable to the Gallo Center for the Arts.

## 9. RULES AND REGULATIONS

This document is intended to inform and guide presenters in the producing of their event in the Gallo Center for the Arts. We look forward to presenting your product in the most informative and professional manner possible.

A. Customer Services are those which involve direct contact with theatre patrons: house management, ushering, food and beverage concessions, ticketing and facilitation of retail merchandising.

B. For regular performances, beverage service is provided by the Gallo Center for the Arts contracted concessionaire approximately 1 hour prior to curtain time and during intermissions.

C. Beverage service is not provided in the following instances:

1. When advance ticket sales indicate that attendance will be below 20% of capacity.
2. Weekday performances which take place prior to 4pm, except by special arrangement.
3. School-sponsored events where the audience is anticipated to consist largely of families with young children.

D. Those wishing to augment their event with lobby displays and/or retail merchandising should make prior arrangement with the Event Coordinator at least two weeks in advance of the event date. All displays need to be approved by the Event Coordinator two weeks in advance of the event date. The Gallo Center for the Arts retains a commission on all retail sales.

E. Per your License Agreement, the Gallo Center for the Arts ticket office is the sole ticket agency for all events which take place at the Gallo Center for the Arts. The ticket office is located within the Gallo Center for the Arts.

F. Business hours are Monday through Friday, from 10am to 6pm and 10am to 4pm on Saturday.

G. On performance evenings, the Gallo Center for the Arts ticket office remains open until 30 minutes after the scheduled curtain time.

H. During the 30 minute period prior to curtain time, future sales and ticket exchanges may be temporarily suspended, in order to devote the attention required for on-time performances.

I. The Gallo Center for the Arts ticket office accepts the following forms of payment: cash, check (payable to "Gallo Center for the Arts"), Visa, MasterCard and American Express.

J. The Gallo Center for the Arts ticket office sells gift certificates redeemable for tickets to any performance at the Gallo Center for the Arts, subject to availability.

K. Patrons ordering tickets by phone or online will be charged a handling fee of \$3.00 per ticket.

L. The Gallo Center for the Arts ticket office will determine the cut off date for the mailing of tickets prior to the date the performance takes place. In most cases the Gallo Center for the Arts will not mail tickets within 3 working days of an event.

M. Generally speaking, the Gallo Center for the Arts ticket office advertises a "no refund - no exchange" policy, with the following exceptions:

1. Single performance ticket buyers may exchange tickets for another performance of the same event up to 48 hours prior to the date printed on their tickets; the charge for such exchanges is \$3.00 per exchange.
2. Under no circumstances may tickets be exchanged after the performance date printed on the ticket has passed.

## 10. PROMOTION

A. The Event Coordinator will make contact with the presenter at least 8 to 10 weeks prior to the event in order to establish a time schedule for publicity, ticket sales and other aspects of promotion channeled through the Gallo Center for the Arts ticket office.

B. All printed material which promotes events at the Gallo Center for the Arts must be submitted to the Gallo Center for the Arts Events Coordinator for proofreading. Our intent is to ensure accuracy of dates, times, mail order forms, etc.

C. In order to avoid confusion for the ticket buyer, the performance venue should be listed as "Gallo Center for the Arts"; reference to the individual theatre name should be avoided.

D. Gallo Center for the Arts and the ticket office charge-by-phone line logos should be used on all promotional literature.

## 11. SEASON BROCHURES AND MAIL ORDER FORMS

A. Season brochures can be displayed during peak promotion periods (usually June through September for series which begin in the fall).

B. All brochures and mail order forms should prominently and clearly display the following address:

Gallo Center for the Arts Ticket Office  
1000 I Street, Modesto, CA 95354

C. All mail order forms should request the following patron information:

Last Name, First Name

Address

Home Phone Number \*

Day Phone Number

Email Address

\* The Home phone number is very important to our record keeping and ability to supply you with patron information. We do not use this number for solicitation. Rather, because it is unique to one patron household (as a work phone number is not), we can track lost tickets, buying history, etc. to guarantee the best possible individual service.

D. All mail order forms should request the following credit card information:

1. Credit card type (Visa, MasterCard, AmEx)

2. Credit card account number

3. Expiration date

4. Cardholder's signature

E. All season ticket mail order forms must include an advisement that the patron will be charged an additional \$6.00 for handling. This is a one-time charge for the entire order, regardless of the number of tickets purchased.

F. All mail order forms become the property of the Gallo Center for the Arts ticket office. However, they may be made available for reference by the respective presenter.

G. Season ticket mail order forms will be retained until one week following the final performance of the series.

H. Single event mail order forms will be retained until one week following the performance.

I. The Gallo Center for the Arts ticket office accepts checks payable to "Gallo Center for the Arts"

## 12. HELD TICKETS

Seats for each performance of your event will be held from public sale for the exclusive use of the production contact indicated on your contract (or his/her designee by written notification). Unless otherwise pre-arranged with Customer Services, the seats will be held according to the following:

A. Mary Stuart Rogers Theatre - fourteen (14) seats in the center section on the main floor (approximately 1% of total seating capacity).

B. Foster Family Theatre - six (6) seats in the center section; this represents (approximately 1.5% of the total seating capacity.)

C. The production contact may wish to hold additional seats to accommodate the press, videotaping, VIP patrons, etc. Request for such additional seats should be made in writing to Ticket Office Manager prior to tickets becoming available for public sale.

D. The "producer" seats referred to above will be released only at the request of the production contact. Such request may be made in writing or by telephoning the Gallo Center for the Arts ticket office private producer's line during business hours: Monday through Saturday, 10:00am to 6:00pm

NOTE: This phone line is for the exclusive use of presenters and will not be used to conduct non-related ticket business.

E. Any producer seats not requested or released in advance will automatically be released for public sale according to the following schedule:

1. For performances which take place Monday through Saturday, seats will be released at 3:00 pm on the day prior to the performance.
2. For performances which take place on Sunday, seats will be released at 3:00 pm on the Saturday prior to the performance.
3. The Gallo Center for the Arts holds for its use four (4) seats per performance. Seats not used by the Gallo Center for the Arts will be released for public sale ½ hour prior to curtain.

### 13. GROUP BOOKINGS

The Gallo Center for the Arts ticket office accepts group bookings and requires, for your protection, that the following conditions are met:

A. Unless otherwise arranged by the production contact, a minimum of fifteen (15) persons is required to qualify as a group.

B. A deposit of \$50 is required to hold seats as part of a group reservation.

C. At the time of placing a group reservation a group representative will need to sign an agreement outlining payment schedule, release policy, etc.

### 14. COMPLIMENTARY TICKETS

A. Complimentary tickets are provided through the Gallo Center for the Arts ticket office at the discretion of the production contact only.

B. The Licensee may have up to 40 complimentary tickets. After 40 complimentary tickets, the Licensee will be charged \$1 per ticket service charge.

The Licensee will be charged the \$1 capital replacement charge on all complimentary tickets.

C. The production contact should provide a list of company/crew members eligible to receive complimentary tickets, as well as any restrictions which may pertain (e.g. number of tickets, restricted performances).

D. Complimentary ticket vouchers and/or discount ticket coupons issued to company members or others must be redeemed in person at the Gallo Center for the Arts ticket office. If tickets are sold, a limit of 5% may be used as complimentary tickets.

E. As complimentary ticket vouchers and discount ticket coupons are considered a "form of payment", all restrictions apply as outlined under COMPLEMENTARY TICKETS above.

F. Customer Services would like to retain on file a copy of any ticket vouchers or coupons issued by the presenter.

#### 15. REPORTING

A. Ticket sales progress reports may be obtained only by the production contact or his/her designee by written notice; no other company member may receive such information.

B. Ticket office records are turned over to the Director of Business Services/CFO immediately following the event or final performance of a series of events. All post-performance reporting, including financial reconciliation should be obtained from the office of the Director of Business Services.

#### 16. CATERING

A. Only approved catering services may be utilized.

B. Caterer will set up no earlier than the contract event period as approved by the Gallo Center for the Arts Events Coordinator. All deliveries need to be arranged in advance with the Events Coordinator

C. All tables will be covered and skirted. Color must be approved by Events Coordinator.

D. All storage containers, boxes, bags, dry supplies, bottles, and glassware, must be stored out of public view.

E. Food will be delivered to the Gallo Center for the Arts in storage and/or serving containers. No food preparation on the premises is permitted.

F. A catering representative must be present at all times while product is being consumed by the public.

G. All food and supplies (including empty storage containers and boxes) will be removed following the event.

H. Clean-up of the food service area is necessary both during and after food service by caterer. The Gallo Center for the Arts has trash receptacles located on all levels; however, the caterer may be required to supply additional trash receptacles as deemed necessary by the Event Coordinator. After the event all trash should be placed in the dumpster outside the building.

I. In order to maintain this facility for the multitude of users and events, it is expected that caterers, to the best of their ability, leave the area in the same general condition in which it was found. If you have any questions, please contact the Events Coordinator.

#### 17. BACKSTAGE CREWS

A. All crew positions will be filled by Gallo Center for the Arts Staff. Under certain previously arranged conditions Licensee may be able to provide event specific staff.

B. Any staff provided by Licensee must be approved by the Director of Production of the Gallo Center for the Arts a minimum of 4 weeks prior the event. All lighting, audio, rigging and counterweight system personnel will be done by the Gallo Center for the Arts staff. Licensee may provide event specific personnel to assist with the load-in, run and strike of shows at the discretion of the Director of Production. All Licensee personnel must be approved by the Gallo Center for the Arts Director of Production. Licensee production personnel will be limited in duties assigned and must follow all direction of Gallo Center for the Arts staff and all safety regulations

C. For the protection of safety and the equipment the Director of Productions for Gallo Center for the Arts, reserves the right to request the removal of any member of the Licensee crew whose conduct or procedures may be considered unsafe or hazardous to the safety of any person or equipment.

D. For safety reasons, all rigging (point or counterweight), hanging of lighting equipment and curtains must be preformed by Gallo Center for the Arts Production Staff.

#### 18. LIGHTING AND SOUND

A. All lighting and sound equipment will be operated by Gallo Center for the Arts staff.

B. All lighting designs and sound requirements must be approved by Director of Production at least four (4) weeks prior to load-in. In a case where your color needs to be pulled for the other events in the Gallo Center for the Arts, the turn over time will be charged to your organization. In most cases this can happen during your event period by Gallo Center for the Arts production personnel.

C. In order for your production to run smoothly, a pre-production meeting must be scheduled at least four (4) weeks prior to load-in. Please call to schedule the meeting.

D. One (1) set of grid and circuit plans, and a surplus equipment inventory will be given to Licensee if required with additional sets costing \$25.00/each. There will be a house lighting plot in each theatre. There will be a certain number of specials able to be used by the Licensee when this house plot is used for their event.

E. All lighting equipment will be hung and focused by Gallo Center for the Arts. A light design and equipment list must be approved four (4) weeks prior to load-in if applicable to your organization. (A late fee may apply if not received by deadline.)

F. For additional technical inventory go to **[www.galloarts.org](http://www.galloarts.org)**

G. Do not remove or trade lamps, connectors or clamps from lighting instruments or cables without the express permission from the Gallo Center for the Arts Lighting Department Head.

H. Do not overload cable, connectors, circuits or dimmer capacity.

I. The grand drape must close without interference from any cable or set units.

J. At no time are guests allowed in the booth. Only one (1) member from the Producing organization may be in the control booth.

K. All audio set-up, operations and strike will be preformed by Gallo Center for the Arts personnel.

L. Any additions, deletions or other changes to the Gallo Center for the Arts audio systems must be approved and handled by Gallo Center for the Arts staff.

M. The Gallo Center for the Arts reserves the right to limit or set the audio level for any performance or event at the Gallo Center for the Arts.

## 19. SPECIAL EFFECTS

A. All special effects (fog, hazers, pyrotechnics, confetti, guns, smoking, etc.) must be approved by the Gallo Center for the Arts Director of Production.

B. All permits, licenses and other documents for any pyrotechnic effects or displays must be provided and paid for by the Licensee with copies of all permits, licenses and personnel licenses and permits provided to the Gallo Center for the Arts. All permits, licenses and other documents must be presented to Gallo Center for the Arts 4 (four) weeks before your event.

C. No special effects will be allowed without prior approval from the Gallo Center for the Arts.

## 20. STAGE

A. One set of ground plans will be given to Licensee, if required. If more sets are needed, they will be provided for a min. \$25.00 fee per set.

B. No painting is allowed in or behind the Gallo Center for the Arts. All scenery and props must be painted prior to load-in. Only touch up painting is allowed and a drop cloth must be used. No painting is allowed on the loading docks.

C. The Fire Curtain Line must be kept clear at all times. Scenery and props that crossed the fire curtain line must be built to breakaway if the fire curtain is activated.

D. Please no masking tape is to be used in the building.

E. All scenery, props wardrobe and other production elements must be removed after the final performance. Please contact the Gallo Center for the Arts if this will not be the case with your event.

F. Stage dimensions can be found at [www.galloarts.org](http://www.galloarts.org)

G. Prior approval is required before nailing and/or drilling into the stage floor.

H. Licensee is responsible for providing all of their own tools and hardware for their production.

I. All stage draperies will be hung by Gallo Center for the Arts technical staff. At no time may they be altered, pinned or taped. If drapes are moved from original line sets and need to be returned for other events, Licensee will be charged for turnover time.

J. Licensee may not alter, remove or attach anything to the proscenium, wall, doors or any other surface on stage, backstage or in the Lobby without prior approval.

K. All scenic elements must be designed to break at the curtain line so that they can be removed after each performance. The grand drape must have the ability to be used after each performance.

L. All scenery and props must be designed and constructed in such a way that all units can be removed and/or stored as directed by Gallo Center for the Arts staff to provide access to other users of the facility.

M. Do not store or discarded sets or materials outside on loading dock or in hallways. Do not overfill any trash receptacles or dumpsters.

N. All scenery, hardware, materials, tape, and tools must be provided by Licensee.

## 21. RIGGING

A. All rigging of scenery, flats, signs, banners, pulleys, motors, lighting, etc. must be pre-approved by the Director of Production four (4) weeks prior to load-in.

B. For safety reasons, all rigging (point or counterweight), hanging of lighting equipment and curtains must be preformed by Gallo Center Production Staff.

C. Licensee scenery must meet industry standards prior to being rigged in the Gallo Center for the Arts. Please contact the Director of Productions if you have questions about rigging your scenery in the Gallo Center for the Arts.

## 22. Loading Dock

A. Use of any loading dock must be coordinated with the Gallo Center for the Arts prior to any use.

B. No personal vehicles will be permitted to be parked in the loading dock.

C. No painting or construction may be done on the loading docks or any exterior portion of the building.

## 23. FACILITIES AND/OR EQUIPMENT ALTERATIONS

A. Under no circumstances may equipment or facilities be altered.

B. Costs incurred in repairing or replacing damaged, lost or stolen equipment, and costs incurred in repairing facilities (not due to normal wear and tear), will be paid by the organization or its representatives using the facility during which time said equipment or facilities were damaged, lost or stolen.

## 24. STORAGE SPACE FOR LICENSEE

A. Run-of-show storage space will be provided only by special arrangement with the Director of Production. The Gallo Center for the Arts assumes no responsibility for property or material. An additional fee may be charged for

materials not removed from Gallo Center for the Arts premises after scheduled performance and/or rehearsal times, or not stored by previous arrangement.

B. In the event that Licensee leaves equipment (sets, costumes, lighting equipment, etc...) on the premises, and the Gallo Center for the Arts has booked an event in a certain time period, Licensee will:

1. Arrange for equipment to be stored or removed from premises, or
2. Be charged rehearsal or performance rate, whichever applies.

## 25. VIDEO/AUDIO TAPING

A. It is the normal practice not to allow any recording of the artistic product at the Gallo Center for the Arts. Written permission from the Executive Director is required prior to your event in the event your organization would like to videotape, photograph or audiotape your performance.

B. Seats in the theatre must be reserved for this purpose. You must be completely self-contained.

C. No wires or cables can be run in the theatre. The Gallo Center for the Arts cannot supply an audio feed to your equipment.

## 26. SMOKING AND EATING

A. No smoking is permitted in the building.

B. No food or drinks are permitted in the seating area of the theatre at any time. An area has been provided (the Green Room) for snacks and drinks. Check with your Stage Manager for rules regarding eating in costumes. Please no food on the stage.

## 27. SAFETY

It is the responsibility of the Licensee to familiarize themselves, their agents and employees with the safety procedures and regulations governing all parts of the facility used by the Licensee. The Licensee should follow general safety regulations at all times and should act as directed by the Gallo Center for the Arts staff regarding safety issues.

## 28. SECURITY

A. All production companies must provide an approved list of production personnel to be admitted backstage. Depending on total backstage occupancy, a very limited number of production guests may be admitted. The Executive Director will limit the number of guests permitted backstage at any time and if necessary provide additional personnel at the Licensee's expense.

B. Guests are permitted on the first floor of the backstage area only.

C. Security lists are required no later than 10 days prior to your event and the necessary staff will be assigned based on the client's backstage list. If information is provided less than 10 days prior to event the Licensee may be charged at 1.5 times the published rates.

## 29. OTHER

### A. Intermissions:

Licensee agrees that for programs lasting one and one-half hours or more, an intermission of not less than fifteen (15) minutes shall be held, unless written agreement is reached between the Event Coordinator and the Licensee.

### B. Observance of Law:

All Licensees of the facility shall comply with all laws of the United States and the State of California and with the ordinances and policies and regulations of the Gallo Center for the Arts.

### C. Copyright infringement:

Royalty payments and copyright clearance is the sole responsibility of the Licensee. Licensee must accept all responsibility for and absolve the Gallo Center for the Arts from any liability or expense arising out of the use of any composition, work or material covered by copyright.

### D. Default by Licensee:

In the event that the Licensee shall fail to perform, keep and observe any of the terms, covenants or conditions of the License Agreement the Gallo Center for the Arts shall give the Licensee notice of such default and in the event said default is not remedied to the satisfaction and the approval of the Gallo Center for the Arts within the time specified by the Executive Director, the Licensee may be declared in default and all of its rights hereunder shall be terminated. At the direction of the Gallo Center for the Arts, the Licensee shall vacate the premises and shall have no right to further operate therein and shall forfeit all rights under the contract to any monies due or paid the Gallo Center for the Arts in forms of rents, deposits, insurance, etc.

### E. Artistic Integrity:

The Gallo Center for the Arts hereby affirms the right of the Licensee to artistic control of its performances or events and further affirms Licensee's right to free expression provided all other contractual obligations are satisfied. The Gallo Center for the Arts shall not interfere with the direction, acting, performance or design or attempt to alter or cut any work performed at the Gallo Center for the Arts. The Executive Director does require appropriate notice (prior to any promotional activates or tickets going on sale) that work contains material that may be considered objectionable to some patrons.