



THE ARATANI THEATRE TERMS AND CONDITIONS FOR USE

The Aratani Theatre (AT) is a facility of the Japanese American Cultural and Community Center, Inc. (JACCC), located at 244 S. San Pedro Street in Los Angeles, California. The JACCC is a private, non-profit organization established to present, perpetuate, transmit and promote Japanese and Japanese American arts and culture to diverse audiences and to provide a center to enhance community programs.

The following priorities have been set for granting use of the Aratani Theatre:

1. The Japanese American Cultural and Community Center (JACCC)
2. Community based organizations, associations and schools whose cultural programs, intent and/or missions are consistent with those of the JACCC
3. Other non-profit organizations
4. Commercial sponsors and/or activities

Individuals or organizations interested in using The Aratani Theatre must follow prescribed application procedures, which require submission of the forms listed below to the General Manager of the AT or her authorized representative for review and approval. They are:

1. Facility Use Application (FUA)
2. Bank Check Authorization
3. Technical Contract
4. Front-of-House Contract

Preliminary approval of events and the determination of applicable rental classification and rates will be based on the Facility Use Application (FUA) which should be submitted as far in advance as possible with alternative dates and with a non-refundable \$500.00 deposit for each performance date (which will be applied to the final rental expenses).

The JACCC will be under no obligation to hold or guarantee performance and/or rehearsal dates and times until a FUA and a non-refundable deposit of \$500.00 has been received. Upon receipt of the FUA and deposit, a Rental Contract shall be issued at which time a **50%** base rent deposit shall be due and payable.

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Estimated expenses to include the balance of the base rent, shall be due and payable on or before fifteen (15) working days prior to the User's first day "in" the Theatre.

User is responsible for payment upon five (5) days of receipt of a final invoice for actual expenses incurred for the contracted event.

JACCC terms are net 30 days. Late payments are subject to 1.5% monthly finance charges of the total amount due.

The Terms and Conditions that follow are attached to and form a part of the Use and Rental Contract for facilities and services of The Aratani Theatre:

- 1. Purpose.** The User named in the attached Use and Rental Contract is granted the right to use the facility at the times and for the purpose specified therein and for no other purpose, subject to termination of such right as hereinafter provided. The User is and shall be deemed an independent contractor and not an employee, agent, representative, or co-venturer of the JACCC. The Contract confers use privileges only and does not create any tenancy or other estate in the User. The JACCC agrees, however, not to use or grant contracted use privileges to others without giving the User a reasonable alternative period and advance notice.
- 2. Base Rental Fees.** The User agrees to pay the established base rent to the JACCC as set forth in the attached Contract plus all other service and percentage fees specified therein. The base rent will cover a single performance/event (plus rehearsal time, if available) during any nine (9) hour period (six (6) hour period for film/lecture) within the Theatre's normal hours of operation. An additional charge will be added to and become part of the base rent for a second performance scheduled on the same day. Base rent will be due and payable on the date(s) specified in the contract or, if not specified, at least fifteen (15) working days prior to the first scheduled time of usage. Additional service fees (e.g. labor, box office, equipment, etc.) or percentage fees will be due and payable within five (5) days following the receipt of the final bill, unless otherwise specified in the contract.
- 3. Base Services Provided.** The Aratani Theatre will provide, as part of the base rental: heating/cooling system; permanent electric light fixtures; one daily cleaning of all public spaces and between show clean-up for events with more than one event on a single day; use of available dressing rooms; normal coordination services of the Theatre's Production Manager and General Manager. All other expenses incurred by the JACCC and The Aratani Theatre in connection with the event will be billed to the User. Estimates of those probable costs can be determined from the published Fee Schedule (all rates are subject to change). For special or unusual expenses of a substantial amount, The Aratani Theatre will receive prior written consent from the User, unless otherwise specified in the contract.

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4. **Facility Use Application.** For a preliminary date hold, the User will be required to submit a Facility Use Application and pay a non-refundable rental deposit of \$500.00 for each performance date requested in the Theatre. The User agrees to make such deposit by company check made payable to the JACCC; no personal checks will be accepted. This deposit will be held by the JACCC to be applied to rental or service charges due from the User, or applied to any expense or loss which the JACCC might incur on the User's behalf, including without limitation (i) any charges for insurance, salaries, equipment or services incurred by the JACCC on the User's behalf; (ii) the cost of removal and storage of any stage settings, scenery, decorations or other equipment or property erected or placed, but not removed, by the User at the end of the last performance; (iii) the cost of replacement of any JACCC property damaged by the User.
5. **Confirmation of Dates.** Dates and times requested by the User are not considered confirmed until the JACCC's Director of Performing Arts & Operations (or his authorized representative) executes a Theatre Rental Contract that is signed and returned within fourteen (14) days from the date the contract is executed. A payment of 50% of the base rental fee must be received by the JACCC upon execution of the Theatre Rental Contract. The payment must be made payable to the JACCC Company by check only. No personal checks will be accepted. Failure to comply shall result in automatic cancellation of arrangements between the User and The Aratani Theatre.
6. **Advance Payment.** The JACCC requires the User to pay in full the total estimated charges for rental services and materials including balance due on base rent once a contract is executed. If not specified, payment must be received at least fifteen (15) working days prior to first scheduled time of usage. The advance payment must be made payable to the JACCC by check only. No personal checks will be accepted. Failure to comply may result in cancellation of arrangements between the User and The Aratani Theatre.
7. **Publicity/Advertising.** The User shall not advertise any performance/event or appearance of any performer prior to the signing of this contract, or until contracts between all parties involved have been properly executed. User may be required to present such performance contracts to the Theatre's General Manager prior to approval of this contract. Whenever the Theatre is mentioned in publicity releases, ads, etc., it will be referred to as the ARATANI THEATRE. At the discretion of the JACCC, the Theatre may list the User's event in its own press releases and newsletters.
8. **Technical Requirements.** A Technical Contract should be negotiated with the Aratani Theatre at least six (6) months prior to the scheduled event. It will include cost estimates of all technical equipment, rehearsal time, and personnel required for the event. Any equipment brought in by the User for use in the Theatre must be inspected by the Theatre's Production Manager for compliance with fire and safety regulations, and the Theatre's General Manager will have final authority to approve or deny use of such equipment. Technical information from the User to the Theatre's Production Manager shall be communicated first hand. By signing the Technical Contract, the User is agreeing to pay for all actual costs incurred based on the estimates provided herein.

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9. **Rehearsal Arrangement.** Access to The Aratani Theatre for purposes of set-up/rehearsal is normally limited to the day prior to the event, schedule permitting, or the day of the event. All schedules and details must be arranged with the Theatre's Production Manager and specified in the Technical Contract, which should be returned no later than one month prior to the date of the scheduled event. The Aratani Theatre reserves the right to limit the number of persons who may come into the auditorium during any rehearsal. Last minute additional rehearsal time will not normally be permitted. The Theatre's Production Manager or his authorized representative must approve all changes or additions to the Technical Schedule. The User agrees to allow The Aratani Theatre to reschedule rehearsal time as necessary if time conflicts arise.
10. **Front-of-House Requirements.** A Front-of-House Contract should be negotiated with the Theatre's General Manager as far in advance as possible to the scheduled event. It will include cost estimates of house personnel (ushers, ticket takers, concession salesperson, etc.), additional space or equipment rentals and special box office services that may be required for the event. By signing the Front-of-House Contract, the User is agreeing to pay all actual costs incurred based on the estimate provided herein.
11. **Staffing.** All staff needed for the operation and coordination of the facilities and equipment for any event will be determined by, secured by, and will be responsible to the Theatre's General Manager or his authorized representatives, and charges for their services will be billed to the User at rates estimated by the Theatre's General Manager or her authorized representative. Overtime charges will be charged to the User at time and one half (1-1/2) after eight (8) hours or for events extending beyond the normal operating hours of 8am to 12 midnight and double (2) time after twelve (12) hours. All JACCC personnel working over five (5) hours will be given a meal break of at least thirty (30) minutes. Personnel working sixteen (16) hours or more will be given at least two (2) meal breaks of at least thirty (30) minutes each. A Meal Penalty will be assessed to the User if a meal is missed; the User and the Aratani Theatre's Production Manager or his representative will mutually agree upon the specific Meal Penalty. For events occurring on holidays observed by the JACCC, all personnel will be billed at time and one half for the first eight (8) hours, double time after eight (8) hours and triple time after twelve (12) hours of work.
12. **Box Office.** A handling & service fee per ticket will be charged directly to ticket buyers for each order processed by the JACCC's ticketing system.

A 5% bank charge & service fee will be deducted from all credit card sales transactions processed by the JACCC ticketing system.

Special Box Office services (e.g. handling series advance mail order) may be requested by the User and separately negotiated with the Theatre's General Manager in the Front-of-House Contract.

A final Box Office report will be provided to the User following each scheduled event, reconciling all tickets consigned to, and sold by, the Theatre's Box Office.

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13. **Ticketing.** Admission to all paid performances/events at the Aratani Theatre shall be by printed ticket only. All seating will be by reserved tickets unless the event lends itself to unreserved general admission as determined by the Theatre's General Manager or her authorized representative and is approved as such.

In no event shall tickets be sold or dispensed in excess of the seating capacity of the Aratani Theatre. Such capacity shall be defined as follows: permanent main floor seats (628), permanent balcony seats (213) with a total of 841 permanent seats; or additional temporary orchestra pit seats (37), plus 628 permanent main floor seats for a total of 665 and permanent balcony seats (213) for a grand total seating of 878. There will be 841 permanent seats available for every show unless other arrangements have been made. Four Handicapped locations are available in the rear of the orchestra.

In no instance shall the User sell, or allow to be sold or given away, tickets or permission to occupy any theatre steps or allow standing room in any doorways or passages of the Theatre. No seating will be allowed on stage without the consent of the Theatre's Production Manager whose decision will be final.

The User shall furnish to the Theatre no less than ten (10) complimentary tickets for each performance/event scheduled in the Theatre. All ticket printing will be handled by the Box Office and will be charged to the User on a reimbursable basis as published on the Fee Schedule. The JACCC reserves the right to negotiate additional complimentary tickets or reduced ticket prices for its members as part of the contract.

For special ticket printing handled by the User, all reserved seat tickets must be of uniform size and professionally printed giving correct information of date, time, name of performance and place of event. Reserved House tickets must identify floor, section, row, and seat number, total ticket price and two perforated audit stubs. General Admission (unreserved) tickets must have an identical sequential number on each end of the ticket. The Theatre General Manager must first approve ticket copy and format before tickets are printed for commencement of sales. The User shall provide a ticket manifest documenting tickets at 841 or 878 with pit seats.

14. **Control of Premises.** The Aratani Theatre will, at all times, be under the control of the Theatre General Manager and her authorized subordinates (specifically the Theatre's Production Manager in the backstage area; the House Manager in the Front-of-House area). The right is reserved at all times for any and all employees of The Aratani Theatre so designated to enter the premises. The house is not opened, nor does an event begin, without the expressed permission of the Theatre's House Manager.

The Aratani Theatre does not maintain parking privileges in the rear of the Theatre. Those using the loading zone must have the permission of the Theatre's Production Manager or his authorized representative. There is no backstage parking.

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- 15. Opening Hours.** The Aratani Theatre normal operating hours are between 8am and 12 midnight. For all events to be held at the Theatre, doors will be opened normally to the public thirty (30) minutes prior to the curtain time as specified in the Use and Rental Contract unless specifically arranged otherwise with the Theatre's General Manager.
- 16. Intermissions.** All performances of over one hour and a half (1-1/2) should have at least one fifteen (15) minute intermission and no intermission should exceed twenty (20) minutes. The Theatre's General Manager or her authorized representative must approve any changes in this policy.
- 17. Smoking.** The Aratani Theatre is a non-smoking facility. Smoking will only be allowed outside the facility, NEVER IN THE AUDITORIUM PROPER. Smoking on stage is permitted only when specified as required in the script and must be approved in advance by the Theatre's Production Manager. Any infraction of smoking and fire regulations may be cause for immediate cancellation of the event and the closing of the facility.
- 18. Recording.** User agrees that no photographs or audio/video recordings of any kind will be made during an event covered in this Contract without prior written permission from the Theatre's General Manager. (Unless otherwise authorized, Theatre personnel must go through the Theatre systems and all recordings of actual performances). Costs for such services will be charged to the User. The Aratani Theatre reserves the right to require payment for any recording privileges granted.
- 19. Concession Sales.** The Aratani Theatre reserves unto itself or its assigned agents the sole right to sell or dispense soft drinks, beer, wine, liquor and food items commonly sold or dispensed in auditoriums and to operate check rooms and other house services unless other special concession terms have been authorized in advance by the Theatre's General Manager. The sale of other items in the Theatre is restricted to souvenir programs, posters, librettos, records or books pertaining to the performer and/or event. Sale of such items must be approved in advance using procedures established by the Theatre's General Manager and will occur from designated tables in the main floor lobby and or exterior of the theatre. For the privilege of such sales, the Aratani Theatre shall be accorded a commission of 20% of the gross sales for non-profit organizations and 25% for commercial organizations.
- 20. Promotional Displays on the Premises.** Promotional or advertising materials may not be posted, distributed or displayed on the premises of The Aratani Theatre without the prior written consent of the Theatre's General Manager. Such materials must be located so as not to interfere with traffic, permanent or temporary signage, or in such a manner as to cause the lobby areas to appear cluttered.
- 21. Donations.** Whether for charity or otherwise, no solicitation or collection of donations, other than for the purpose of said event, shall be made, attempted or announced on the premises without written consent of the Theatre's General Manager.

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22. **Backstage Policy.** No guests will be allowed backstage before the end of a performance without the permission of the Theatre's General Manager or her authorized representative (specifically the Theatre's Production Manager). All guests who visit backstage after a performance will enter by the Artists' Entrance at the rear of the Theatre, unless specifically arranged otherwise with the Theatre's Production Manager or House Manager, or their authorized representative. An authorized agent will escort these guests from the lobby to the backstage area or the Theatre's Production Manager or her authorized representative has deemed employee of The Aratani Theatre only after passage across the stage safe. Under no circumstances will guests be allowed to pass directly from the seating area to backstage.
23. **Theft.** The JACCC and The Aratani Theatre will not be held responsible for losses by the User, its agents, employees or tickets holders occasioned by theft or disappearance of equipment or personal property during the use of the Theatre or Theatre grounds.
24. **Security.** The Aratani Theatre requires User to provide a list of all personnel and their duties and responsibilities (i.e. Stage Technician, Hospitality, etc.) at least one week prior to the first scheduled use of the Theatre. All artists and staff must enter through the Artists' Entrance at the rear of the Theatre at which time they will be issued a security pass for that day. No one will be admitted to the Theatre during load in, rehearsal or performance unless they have a security pass. A backstage door guard will be on duty at the Artists' Entrance during periods to be determined mutually between the User and Theatre's Production Manager and/or General Manager; charges for the backstage security guard will be billed to the User on a reimbursable or recharged basis.
25. **Removal.** User shall remove or cause to be removed all scenery, equipment and other property brought into the Theatre immediately following the final performance. Any storage arrangements between performances must be arranged and approved by the Theatre's Production Manager in advance. The Aratani Theatre will not be responsible for any scenery, equipment or other property left after the final performance.
26. **Damage to The Aratani Theatre.** User shall be responsible for the payment of any and all damages to the building, furnishings, fixtures or equipment of The Aratani Theatre whether caused by the User or his patrons. User shall not drive any nails, screws tacks, pins or other objects into the floor, walls, ceilings, partitions, doors, door or window casings or woodwork of the Theatre and will not in any manner change or move any fixture of the Theatre except as may be authorized by the Theatre's General Manager (or her authorized representative). Damage to the premises shall be at the expense of the User (normal wear and tear excluded).
27. **Copyright License.** The securing and payment of any copyright license fee(s) are the sole responsibility of the User. If applicable, User will deliver proof of copyright license to The Aratani Theatre seven (7) days prior to the event covered by this contract. In addition, User agrees to hold harmless the JACCC and The Aratani Theatre against all claims, demands, costs and expenses that they may sustain or incur by reason of any infringement or violations of any copyright or proprietary right in the event(s) covered therein.

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- 28. Taxes, Royalties and Permits.** User will be responsible for payment of all state, county or local taxes incurred from sales of any items related to, or offered in conjunction with the event covered by this Contract (e.g. records, books, souvenirs, etc.), and for any royalties (e.g. ASCAP), which are incurred, by said event held in the Aratani Theatre. User will also be responsible for securing all business, tax and policy permits for soliciting and conducting said event at the Aratani Theatre.
- 29. Liability Insurance.** User agrees to provide single limit public liability insurance policy in which User is named as insured and The Japanese American Cultural & Community Center and The Aratani Theatre is named as additional insured as respects to the event in the amount of one million dollars (\$1,000,000.00) covering bodily injury, including death and property damage, and shall provide a copy of the certificate of insurance as proof to The Aratani Theatre no later than seven (7) days after the signed contract is received. The JACCC shall not be responsible for Workman's Compensation for the User.
- 30. Assignment of Lease.** User agrees not to assign, transfer, convey, sublet or otherwise dispose of this Use and Rental Contract or its right to use The Aratani Theatre to any other person, company or corporation without the previous consent in writing from the Theatre's General Manager (or his authorized representative).
- 31. Cancellation by User.** Should the User cancel the event in the attached Contract, no deposit refund will be made and User agrees to also pay any reimbursable expenses incurred by The Aratani Theatre in connection with the event covered by the Contract.
- 32. Default.** Should the User default in the performance of any of the terms and conditions of the Contract, the JACCC's Director of Performing Arts & Operations, at his discretion may terminate the same. Any deposit made by the User to the JACCC will be retained and considered liquidated damages. The User, in accepting the attached Contract, agrees that the Aratani Theatre can declare the User in default.
- 33. Impossibility.** In the event that The Aratani Theatre or its premises are unfit for occupancy by the User during the period covered by this Contract by reason of fire, earthquake, strike, civil disturbance or other cause beyond the control of the JACCC, this Agreement will be of no force or effect.
- 34. Public Safety and Indemnity.** User agrees to conduct its activities upon the premises so as to not endanger any person lawfully thereon and to indemnify, defend and hold harmless the JACCC and The Aratani Theatre from all demands, claims, suits, actions or liabilities resulting from injuries or death to any persons, or property damage, or loss by the JACCC and The Aratani Theatre, User or any persons, howsoever caused, during the period in which this Contract covers the use of the stated space, or occurring as a result of the User of such space during the agreed period.
- 35. Safety Regulations.** User shall conform to all state, county, municipal rules, regulations and ordinances pertaining to fire, health and safety.

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- 36. Alcohol on Premises.** The User agrees that no alcoholic beverages will be brought onto the premises of the JACCC nor consumed by any members of said organization's Board of Directors, performer or cast, crew or individuals associated with that event or organization unless written verification of required Liquor Liability Insurance has been received by the JACCC. Written verification will be a Certificate of Insurance indicating proper Liquor Liability Insurance.
- 37. Non-Discrimination.** There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, ancestry, national origin, sex, marital status, creed or religion in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment on the land, nor shall the transferee himself or any person claiming under or through him, establish or permit such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, subleases or venders of the land.
- 38. Additional Regulations.** The Aratani Theatre reserves the right to impose additional rules or regulations, or to set up special rental and use arrangements, whether or not expressly provided herein, which may be necessary for the best interests of the JACCC and the Aratani Theatre, and such regulations will be binding upon the User. Violations by the User will result in cancellation of this Contract.

AGREED TO AND ACCEPTED

Producer / Sponsor

Date