

## **Booking and Box Office Policy**

### **1. Booking**

#### **MAIN STAGE CONTRACTUAL USE RATES**

1.01 FOR COMMUNITY NON-PROFIT PRESENTERS the following rates will be charged:

- (i) For Contractual Uses prior to September 1, 2010, \$2.25 per ticket sold (including complementary tickets), or per admission (where tickets are not sold or distributed), which shall be applied as follows; \$1.15 to KCTC operations; \$.75 to KCTC capital development; and \$.35 to Algoma District School Board community use charge.
- (ii) For Contractual Uses on or after September 1, 2010, \$2.50 per ticket sold (including complimentary tickets), or per admission (where tickets are not sold or distributed), which shall be applied as follows: \$1.40 per ticket to KCTC operations; \$.75 to KCTC capital development; and, \$.35 to Algoma District School Board community use charge.
- (iii) For Contractual Uses on or after September 1, 2011, \$3.00 per ticket sold (including complimentary tickets), or per admission (where tickets are not sold or distributed), which shall be applied as follows: \$1.90 to KCTC operations; \$.75 to KCTC capital development; and \$.35 to Algoma District School Board community use charge.
- (iv) \$40.00 per performance or presentation will be levied by the Algoma District School Board.
- (v) Algoma District School Board caretaking fees on weekends and after 10:30 p.m. on weekdays as prearranged and invoiced separately.

1.02 Contractual use at these rates permits the following usage:

- a) 4 or more days of performance or presentation: 7 days of rehearsal on main stage with lighting.
- b) 2 or 3 days of performance or presentation: 4 days of rehearsal on main stage with lighting.
- c) 1 day of performance or presentation: 2 rehearsal days on main stage with lighting.

d) Additional rehearsal time beyond what is included in a, b, or c above may be booked through the Algoma District School Board at a rate of \$37.50 per day. Such additional rehearsal time does not include lighting. Where permitted days plus additional rehearsal days exceed more than two consecutive Fridays and or Saturdays, such excess of days shall be subject to other rental permits and negotiation.

e) An additional rehearsal day with stage lighting shall cost \$100.00 over and above the daily rate charged by the Algoma District School Board. Where the use of stage lighting exceeds seven (7) hours on any performance, rehearsal, or additional rehearsal day there will be a further charge of \$20/hour for each additional hour or part thereof.

#### 1.02 FOR COMMERCIAL PRESENTERS:

(i) \$500.000 for each performance plus rates charged to Community Non-profit Groups as in Section 1.01 above.

For the purposes of this subsection, (C) (i), commercial rates shall not apply to a community non-profit group that engages an artist for a contracted fee and bears all risk of loss and benefit of profit. The community non-profit group may be required to provide proof of non-profit status.

(ii) ADDITIONAL DAYS: \$200.00 for each additional day without performance.

(iii) ADSB CARETAKING FEES: at applicable rates for necessary care staff call out for overtime and weekend use (to be invoiced after event).

*NOTE: In ALL contractual uses the Technical Director or his designate will be assigned to the Presenter. The Technical Director or his designate will be present for EVERY function and will be part of the "labour call" to supervise and advise on the technical needs of the Presenter, and to function as the Presenter's trouble-shooter during performances. The Presenter will bear this cost according to the existing stagehand personnel rates and conditions. (Details available from Technical Director).*

#### **DEFINITIONS**

1.03 "Community" means the District of Algoma. A community dance studio shall be considered a community non-profit group.

#### **WHAT IS INCLUDED AND NOT INCLUDED IN MAIN STAGE CONTRACTUAL USE**

1.04 All main stage contractual use **includes:**

- (a) The Theatre Centre Box Office will staff the box office in the lobby forty-five (45) minutes prior to a performance (60 minutes prior to a Sunday performance). Box Office and Ticket Sales Policies apply. (Details available from Box Office Manager)
- (b) One Company Manager/Production Manager's backstage telephone (945-7309) usable for incoming technical calls. Long distance calls may be made only with use of phone credit cards.
- (c) Custodial preparation of stage and Auditorium prior to initial occupancy.
- (d) Eighty 80 straight-back chairs, subject to advance reservations and availability. (Labour for set-up not included.)
- (e) Upright or electric piano "as is".
- (f) Permanent fixtures, equipment as may be available from the Theatre Centre inventory subject to reservation and availability, utilities, air circulation and heating.
- (g) Normal seating arrangements and/or crowd control equipment as may be available within the Theatre Centre inventory.
- (h) Dressing Rooms and Green Room as furnished and equipped at time of occupancy.
- (i) All stage curtains in the standard inventory
- (j) Audio/video monitor and paging systems as installed in the backstage, dressing room and green room areas.
- (k) A "House Plot" lighting design.
- (l) Electrical outlets and disconnect panels as now installed.
- (m) Facilities and technical equipment described under the next following heading "Technical Information".

1.05 All main stage contractual use **does not include:**

- (a) Stagehand personnel of any type.
- (b) Ushers, ticket sellers or takers, ticket printing, advance ticket sales, parking lot monitoring, police, tuned piano.
- (c) Permission to promote, sell or distribute concessions, merchandise, novelties, causes or other events. (Details available from Technical Director)

(d) Insurance covering Lessee's public liability and property liability for the duration of the occupancy and performances. (See Contractual Use form)

*SPECIAL NOTE: Management encourages an early meeting with the Technical Director (705-945-7309) to discuss details, special arrangements and to assist with planning of all functions. Management also encourages a meeting following the event.*

### **TRIXIE HARDY REHEARSAL ROOM (“BLACK BOX”) RATES**

1.06 The Trixie Hardy Rehearsal Room is available for theatre arts rehearsals or performances, or events related to a Contractual Use of the Main Stage (for example, a reception). The Rehearsal Room may be rented as part of a Contractual Use or exclusively.

### **CONTRACTUAL USE RATES FOR TRIXIE HARDY REHEARSAL ROOM**

1.07 The following rates will be charged for the use of the Trixie Hardy Rehearsal Room:

(a) Rehearsals: \$37.50 per day (based on 8 hours occupancy) and payable to the ADSB.

(b) Performance:

(i) to the ADSB: \$40.00 per performance plus caretaking fees at applicable ADSB rates on weekends or after 10:30 p.m. (based on 8 hours occupancy) and payable to the ADSB

(ii) to the Sault Ste. Marie Community Theatre Centre, an amount to be negotiated.

(c) Lighting: when lighting is available, an amount to be negotiated with the Sault Ste. Marie Community Theatre Centre

### **WHAT IS INCLUDED AND NOT INCLUDED IN THE USE OF THE TRIXIE HARDY REHEARSAL ROOM:**

1.08 The contractual use of the Trixie Hardy Room **includes** the following:

(a) General illumination, heating and related utilities costs.

(b) Chairs, furnishings, upright or electric piano “as is”, and equipment as may be available from the Theatre Centre inventory subject to reservation and availability.

(c) Building opened and closed at arranged times by Theatre Centre staff.

1.09 The contractual use of the Trixie Hardy Rehearsal Room does not include the following:

(a) Custodial and Technical personnel services or special equipment.

(b) Stage Lighting is not yet available in the Trixie Hardy Rehearsal Room.

## 2. **Box Office & Ticket Sales**

### **General**

2.01 The Box Office operated by the Sault Ste. Marie Community Theatre Centre will sell tickets to performing arts events according to the terms of the Sault Ste. Marie Box Office Agreement in the form provided as part of this policy manual and according to the policies stated below.

2.02 The Box Office will only sell an Organization's tickets to an event according to the mutually agreed contractual terms but will at no time be the agent of the Organization or in any way warrant or be otherwise responsible for the content, presentation, quality or completion of the event.

2.03 The Sault Ste. Marie Community Theatre Centre and its Box Office will not publish, share or otherwise disclose information pertaining to the Organization's event or the sale of its tickets, and will not use such information other than to maintain appropriate records for the efficient delivery of services to the Organization and to maintain its own administrative, accounting and other operations.

2.04 The Box Office will only provide details of the time, place, ticket prices and title of any event for which it is selling tickets to the public and will not promote one Organization's event in priority over another Organization's event. The Box Office will present such other information as the presenting Organization authorizes in writing about an event provided it is reasonable in quantity and detail, does not interfere with Box Office operations and is approved and agreed to by the Box Office Manager.

### **Box Office Location and Hours of Operation**

2.05 Tickets sold by The Sault Ste. Marie Community Theatre Centre may be purchased in person at the Box Office at the Station Mall (293 Bay Street, Sault Ste. Marie, ON P6A 1X3), by email at <communitytheatreboxoffice@bellnet.ca> or linked through The Sault Ste. Marie Community Theatre Centre's website at <www.kctc.ca> or by telephone at 705-945-7299.

2.06 All service charges are payable by the customer at the time of ticket purchase online or from the Box Office, and the service charge payable shall be the amount in effect at the time of purchase and without regard to the date the Organization contracted for services with the Box Office

2.07 The sale and distribution of all tickets through the Theatre Centre Box Office will be supervised by the Box Office Manager.

- 2.08 The Box Office will operate September through June from 10:30 a.m. to 5:30 p.m. Tuesday through Friday, and 10:30 a.m. to 4:30 p.m. on Saturday. The Box Office will not operate on statutory holidays. Additional Box Office hours may be negotiated depending on staff availability and resources.
- 2.09 On performance/presentation dates for events at The Kiwanis Community Theatre Centre the Box Office will be open at the theatre for the sale of tickets 45 minutes in advance of curtain time (60 minutes in advance of curtain time on a Sunday). The Box Office will operate on this basis on performance dates at the Kiwanis Community Theatre Centre unless the Organization gives written direction that it does not want the Box Office to operate then. Where the Box Office has sold tickets to events at venues other than the Kiwanis Community Theatre Centre, it will not be open at that venue for the sale of tickets on the date of the performance unless the Organization gives written direction upon mutually agreeable terms. Staffing charges may apply to Box Office operations at a venue on the date of the event.

### **Box Office For Events at the Theatre Centre and Other Venues**

- 2.10 All commercial and non-profit organizations selling tickets to the public for productions or events at the Kiwanis Community Theatre Centre shall print and sell their tickets through the Box Office.
- 2.11 Discretionary tickets may be issued to a community non-profit organization for an event at the Kiwanis Community Theatre Centre or for an event at another venue where the Box Office is selling reserved seats for that event. If it chooses to have discretionary tickets, the community non-profit organization shall provide written identification to the Box Office of the seats it wishes to use as discretionary and those tickets will be printed and delivered to the community non-profit organization upon the organization's paying the applicable per person rental rate and service charge for each such ticket. The community non-profit organization may then sell or dispose of each discretionary ticket issued as it wishes and the Sault Ste. Marie Community Theatre Centre shall not be held to account for any proceeds of sale in respect of each such ticket. The community non-profit organization may designate seats anticipated to be used as discretionary tickets but the discretionary tickets need not be printed and issued all at once, it being understood that such identified seats shall not be offered for sale to the public by the Box Office until further written direction is given to the Box Office. The community non-profit organization may return any discretionary tickets to the Box Office that it has not disposed of and it may do so before or at the time of final settlement of matters. The service fee and per ticket rental rate paid by the community non-profit organization shall be credited to it for all discretionary tickets returned to the Box Office. The community non-profit organization shall give at least 2 full business days notice to the Box Office Manager of its intent to identify intended discretionary tickets, to remove such designation, and to pick up or return discretionary tickets, and that notice time may only be abridged at the discretion of the Box Office Chairperson or the President.
- 2.12 All commercial and community non-profit organizations selling reserved seating tickets through the Box Office to the public for productions or events at venues other than the Kiwanis Community Theatre Centre shall print and sell their tickets through the Box Office.

2.13 All commercial and community non-profit organizations selling general admission tickets for productions or events at venues other than the Kiwanis Community Theatre Centre may sell their tickets by mutually agreeable arrangement with the Box Office Manager.

#### **Delivery of Tickets Sold Online or by Telephone**

2.14 Tickets purchased online or by telephone shall be picked up by the purchaser at the Box Office in advance of the event *or* at the theatre/venue at the time of the event.

#### **Customer Service Charges**

2.15 (i) Customers purchasing tickets will pay a basic service charge of \$2.00 for each ticket, including a replacement ticket under Section 24.

(ii) Effective June 30, 2010, customers purchasing tickets will pay a basic service charge of \$2.50 for each ticket, including a replacement ticket under Section 24.

(iii) Effective June 30, 2011, customers purchasing tickets will pay a basic service charge of \$3.00 for each ticket, including a replacement ticket under Section 24.

2.16 An organization will pay the basic service charge on each complimentary ticket issued.

2.17 Customers purchasing tickets online will pay an additional service charge in the amount charged per ticket (inclusive of taxes) charged at the time by the online ticket sales provider (currently \$1.50 per ticket). This charge shall be payable to the online service provider at the time of sale.

#### **Refund, Return and Exchange of Tickets**

2.17 There will be no refunds, returns or exchange of tickets sold by the Box Office except in respect of discretionary tickets as provided in Section 10, or in the event of the cancellation of an event as provided in the next Section.

2.18 (a) Where an event is cancelled after tickets have been sold by the Box Office, the Organization may arrange by new and separate agreement for the Box Office to participate in the process of the refund of tickets to patrons or it may conduct refunds on its own.

(b) Before entering such an arrangement, the Organization shall fully and satisfactorily complete final settlement of all matters in respect of the rental of the Kiwanis Community Theatre Centre and the Box Office.

(c) The Box Office will then be available to refund tickets to patrons of the cancelled event for a period of time specified in writing and provided that the Organization has placed the Sault Ste. Marie Community Theatre Centre in sufficient funds to cover the amount of the tickets sold plus any refund service charges applicable for the number of tickets that may be returned. Those funds shall be held in a trust account to the credit of the Organization and any remaining balance shall be repaid to it at the end of the refund period.

2.19 Commercial Organizations shall be charged a service fee of \$1.00 for each ticket refunded. Non-profit community Organizations shall be charged a mutually agreeable service fee amount for each ticket refunded.

### **Box Office Ticket Printing, Design and Other Particulars**

2.20 The Box Office Manager will consult with the Organization for scaling and determination of ticket prices, discounts, complimentary tickets, group sales, dates of sale and all other pertinent issues.

2.21 Tickets will be printed and mutually checked by the Box Office and the Organization for accuracy, and any discrepancies found by either must be reported in writing at once to the Box Office Manager and the Organization's contact person.

2.23 The layout and design of the ticket to be printed by the Box Office must be pre-approved in writing by the Organization according to the terms of the Sault Ste. Marie Community Theatre Centre Box Office Agreement executed by the parties.

### **Complimentary Tickets**

2.24 Complimentary tickets must be marked as such or otherwise altered to indicate that they have not been purchased.

2.25 All such alterations must be made by the Box Office Manager.

2.26 All complimentary ticket requests must be authorized in writing by the Organization and received by the Box Office at least 48 hours prior to the performance.

### **US Exchange Rate, Reservations, Cheques, Stolen/Lost Tickets**

2.27. Tickets may be purchased with U.S. funds. The Fair Exchange policy in place at the Station Mall will be followed and the rate will be posted prominently on the front of the Box Office.

2.28 Tickets may not be reserved in advance without payment in full.

2.29 Personal cheques will be accepted only where the Organization agrees in writing to be responsible for cheques that are not honoured for any reason. The Box Office retains the right to refuse to accept personal cheques written in funds other than Canadian Funds or in any case within 10 days prior to commencement of the production or event.

2.30 Where a ticket sold to a person is subsequently stolen or lost, a duplicate ticket may be issued by the Box Office Manager with satisfactory proof of the person's identity and of purchase, or with the written approval of the Organization and the usual service fee will be charged to the patron unless covered by the Organization.

### **Taxes Due on Tickets Sold**

2.31 The Organization shall be responsible for the collection and remittance of all taxes due and payable on tickets sold at the Box Office and also in respect of all related services. That responsibility shall remain with the Organization, which shall indemnify the Sault Ste. Marie Community Theatre Centre and its Box Office and shall hold them harmless from any liability in that regard.

2.32 The Theatre Centre Box Office will charge and collect such taxes on tickets sold by the Box Office (and in respect of related services) in such percentages or amounts as the Organization directs in writing. The details of such tax charges shall be made known to the purchaser of each ticket at the time of sale by receipt or invoice, and recorded for accounting purposes. The proceeds of tax amounts collected shall be deposited to the credit of the Organization together with its proceeds from the sale of tickets and shall be handled, managed and settled as hereafter provided.

### **Handling and Management of Ticket Proceeds**

2.33 All money from ticket sales (net of Box Office customer service charges) shall be deposited into the Theatre Centre Box Office Trust Account to the credit of the Organization.

2.34 An Organization requesting an advance on ticket sales must give the Box Office Manager at least two (2) business days prior notice. An advance will not be made unless at the time of the request the Organization's Theatre Centre Trust Account balance for the particular presentation is at least \$1,000 and the advance shall be 60% of the balance in the trust account in excess of \$1,000.00.

2.35 When an Organization requests partial settlement, it must give the Box Office Manager at least two (2) business days prior notice.

### **Settlement of Matters**

- 2.36 In the case of a Commercial Organization, interim reconciliation of matters shall be completed within one hour of the final performance of the presentation or event; and final settlement shall be made within 3 business days of the final performance or event.
- 2.37 In the case of a Community Organization, final reconciliation of matters shall be made within 7 days following the final performance or event.
- 2.38 Settlement will include an accounting of, charging to and set-off against Trust funds to the credit of the Organization of all rates and charges applicable to the presentation or event under the agreements entered into and owing to the Community Theatre Centre, with any remaining unpaid charges to be invoiced separately by the Community Theatre Centre and payable 30 days thereafter.
- 2.39 Charges for additional rehearsal time, custodial or other such items due to the Algoma District School Board will be invoiced separately to the Organization in due course by the Algoma District School Board.
- 2.40 Charges for the use of stage lights in excess of the use permitted by the Community Theatre Centre's policy under the Organization's particular Contractual Use Agreement and technical charges unrelated to a presentation or event under a Contractual Use Agreement shall be invoiced on the final day of each month and be payable 30 days thereafter.
- 2.41 An Organization's failure to make timely payment of an invoice may result in cancellation or refusal of a permit for the use of the Community Theatre Centre or may result in a set off of the amount due against monies held in trust to the credit of the Organization for a presentation under a Contractual Use Agreement.
- 2.42 Reconciliation shall be according to the Sault Ste. Marie Community Theatre Centre Event Final Reconciliation Form appearing in the Forms section of this Policy Manual.