

APPROVED
12-14-2016

**BOARD OF RECREATION
AND PARK COMMISSIONERS**

BOARD REPORT

NO.16-241

DATE December 14, 2016

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: GRIFFITH PARK – GREEK THEATRE – AMENDMENTS TO THE USER AGREEMENT, BOOKING AND TICKET POLICIES, AND 2017 EVENT INCENTIVE PROGRAM

AP Diaz	_____	*V. Israel	_____
R. Barajas	_____	K. Regan	_____
H. Fujita	_____	N. Williams	_____

[Handwritten signature]

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General Manager

Approved _____
As Amended _____

Disapproved _____

Withdrawn _____

RECOMMENDATIONS

1. Approve amendments to the User Agreement, Booking and Ticket Policies, and 2017 Event Incentive Program for Amended Contract No. 3534, executed on November 2, 2016, between the Department of Recreation and Parks (RAP) and SMG for Oversight Management and Implementation of Open Venue Operations, Booking and Event Coordination; and,
2. Authorize RAP to make any necessary technical changes consistent with the intent of these actions to implement these policies.

SUMMARY

The historic Greek Theatre is located at 2700 North Vermont Avenue in Griffith Park. The 5,901 capacity outdoor venue is among the City's most cherished public sites, the Theatre stands as one of the Nation's iconic and recognized outdoor entertainment venues. On April 15, 2015, the Board of Recreation and Park Commissioners (Board) approved the Operation and Management of the Greek Theatre as an Open Venue Model (Report No. 15-082).

On September 22, 2015, the Board approved a contract with SMG, a venue management company, for Oversight Management of the Greek Theatre's Open Venue Model for the 2016 season. That agreement was executed on November 2, 2015 between the Department and SMG as a one (1) year agreement with two (2) one-year extension options. On September 21, 2016, the Board approved the first of the one-year extension options, executed on November 2, 2016.

On June 18, 2016, the Board approved a series of operating policies & procedures to support the open venue – Booking Policy, Venue Rental Application, User Agreement and Commercial Promoter Incentive Program. The 2016 schedule included seventy-one (71) concert events, nine (9) community events and two (2) film shoots. These events were performed through diligent collaboration and consistent business practices among the various concert promoters and event organizers. To ensure continued success at the Greek and to build stronger collaboration among

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all the various promoters, SMG recommends and staff concurs that the following changes be made to the User Agreement, Booking and Ticket Policies and the 2017 Event Incentive Program (formerly 2016 Promoter Incentive),

User Agreement Amendments:

1. Increased cleaning fees and slight reimbursable labor costs will apply when duration times exceed the three and one half hours from scheduled event times as indicated on the event ticket and to conform to the Greek's hard curfew of 11pm and for confetti clean up fees of \$1,500 for the extra staff time needed to perform the clean-up and confetti removal.
2. The House Flat Rate will increase from \$25,000 to \$26,500 to accommodate increased security costs for onsite security staff and metal detectors and wand devices that will be utilized in the 2017 Season.
3. In the 2016 User Agreement, a one-time \$100,000 security deposit is required for promoters who regularly book shows at the Greeks throughout the calendar season, for promoters with less than four (4) shows for the current season a security deposit of \$10,000.00 (cashier's check only) will be due for each show. Beginning with the fifth (5th) booking, promoters must provide a letter of credit.

Booking Policy Amendments:

1. The current Booking Policy only allows for in person submission of the User Agreement. The amended Booking Policy allows User Agreement submissions to be made electronically via email to the Greek Theatre General Manager or in person to the administrative office Monday through Friday between the hours of 9am to 5pm (excluding City of Los Angeles observed Holidays).
2. Challenges start once both deposit and signed User Agreement have been received. Any Booking challenges delivered after these set hours (either in person or by email) will not start until the next business day.
3. Only authorized use of the official Greek Theatre logo will be allowed for any promoter advertising controlled by or done on behalf of the USER relating to an event, including but not limited to, television, internet, newspaper, magazine, and outdoor advertising. Onsite activation and/or signage, sampling, giveaways are not permitted inside the seating area of the Greek Theatre.
4. Users will now be responsible for any and all venue-incurred costs associated with a cancelled, booked event.

Ticket Policy Amendments

The current Ticket Policy is vague on the number of available premium seats and their location. The amended Ticket Policy will increase the current one hundred-fifty (150) Premium seats to two-hundred (200) Premium seats and require those tickets to be placed on hold by the Venue prior to any sales being conducted, and shall be held by the Venue until the option is exercised or released, even if the USER is placing the holds and managing the inventory. A revised premium seating chart will be furnished to all users.

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2017 Event Incentive Program Amendments (Formerly Promoter Incentive)

The 2016 Promoter Incentive program required promoters to book a minimum of twenty (20) concerts to qualify for an incentive rebates. The amended Event Incentive Program reduces the minimum qualifying requirements to fifteen (15) concert and correlates rebates number of paid and comp event attendees incentivizing promoters to sell more tickets and increasing the likelihood of the venue to receive increased fees, food and beverage consideration and parking revenues. The recommended changes are as follows:

1. A promoter or event organizer must bring a minimum of fifteen (15) events to the Venue in a season to qualify for a rebate(s). In the event of a co-promotional event, a qualified rebate will be paid only to the promoter or show organizers listed on the User Agreement.
2. Rebates will accrue with the first event in the qualifying period, but will not be earned and payable until the ~~twentieth~~ ^{fifteenth} event occurs during the period. The accrued amount for the first fifteen events will be calculated at the conclusion of the fifteenth event, and all rebates which will be paid thirty (30) days after the conclusion of the season.
3. The 2017 Event Incentive Program will only apply to commercial events and is not applicable to events booked under the Community Rental Rates.

CONCLUSION

RAP recommends approval to the amended User Agreement, Booking and Ticket Policy and 2017 Greek Theatre Incentive Program to assist SMG in implementing and managing the Department's Open Venue Model.

FISCAL IMPACT STATEMENT

The recommended amendments will provide more accurate reimbursable labor costs; generate more revenue to offset the need for additional security measures, staff and metal detector expenditures and should generate increased revenues to the facility access fees, food and revenues and parking.

This Report was prepared by Anthony-Paul (AP) Diaz, Executive Officer and Chief of Staff.

List of Attachments:

Attachment 1: User Agreement, with Ticket Policy (Exhibit A) and Booking Policy (Exhibit C)
Attachment 2: 2017 Event Incentive Program

**CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
Greek Theatre
User Agreement**

This User Agreement No. ____ is made and entered into this day ____ of __20__ by and between SMG, a Pennsylvania General Partnership ("SMG"), as agent for the City of Los Angeles ("City"), a municipal corporation, acting through its Department of Recreation and Parks ("Department") and **[INSERT USER NAME AND ADDRESS]** (hereinafter referred to as the "User").

WITNESSETH:

SECTION 1. Permitted Premises and Term

1. For and in consideration of the mutual agreements contained herein and subject to its stated terms and conditions, SMG hereby grants a Right of Entry and leases to the User, the Greek Theatre, located at 2700 North Vermont Ave. in Griffith Park, Los Angeles, The leased premises shall consist of the theatre stage house, the spectator seating area, available dressing rooms, production offices, green room/hospitality room, and such other areas permitted by SMG for the sole purpose of presenting the event ("Premises"), expressly excepting any rights to all parking lots, except for the allotted parking spaces provided in Section 3 of this Agreement.

SECTION 2. Event Information and Term

The User shall have the right to occupy and use the venue for **[INSERT HEADLINER ARTIST or SHOW NAME]**, (the "Event") on **INSERT DATES AND TIME** and no other, and the tenancy shall not be assigned or sublet.

Access to the PREMISES shall be granted at **[time]** a.m. (Load-In) on **[day and date]**. The Event shall commence at **[time]** p.m. and conclude at approximately ____p.m. Door opening time is agreed to be Ninety Minutes before scheduled show time indicated on ticket. Load-out of the Event shall commence immediately after the conclusion of the Event and be completed no later than 2:00am the day following the Event.

SECTION 3. Rental Rates

- a. For each performance, the rental rate shall be either eleven percent (11%) of the gross gate receipts (less applicable taxes and facility fee) or the minimum rental rate of Twenty-Five Thousand Dollars (\$25,000.00), whichever is greater. In no event shall the maximum rental rate for each performance exceed Thirty-Five Thousand Dollars (\$35,000.00). Should the same artist have multiple performances on the same day, the rental rate for each subsequent performance on the same day shall be at a flat rate of Fifteen Thousand Dollars (\$15,000.00)

per subsequent performance. The advance deposit for this engagement is Twenty-Five Thousand Dollars (\$25,000.00).

- b. Rental rate includes a total of twenty-five (25) parking passes for USER or show vehicles
- c. Each additional parking space is Twenty-Five Dollars (\$25.00).
- d. Move-in and move-out dates must be arranged with SMG, and will be subject to availability of the premises and conditioned upon the User paying all costs as stated in the below table. If a definite booking of a rehearsal date or move-in or move-out date is authorized before or after the performance date, the User shall pay Two Thousand Five Hundred Dollars (\$2,500.00) for each such reserved date in addition to all applicable costs. * In no case shall the load in for any performance be authorized to begin prior to 7:00 AM.

e. Rental Rate Table:

Venue	Capacity	Commercial Rental Rate (Those events promoted and/or sponsored by a commercial group organization)		Community Rental Rate (Those events which are promoted and/or sponsored by a Civic, Educational, Religious or Charitable group registered as a non-profit 501c3 status)		Load-In/Out Rate
		(A) Admission Charged Minimum vs %	(B) No Admission Charged Minimum	(C) Admission Charged Minimum vs %	(D) No Admission Charged	
Greek Theatre	5,901	\$25,000	11%	\$35,000	\$7,500 8% \$5,000	\$2,500
		Rental fee is Gross Ticket Receipts (less applicable taxes and facility fee)				

SECTION 4. Fees

All fees due to SMG must be remitted to:

**SMG GREEK THEATRE
2700 VERMONT AVENUE
Los Angeles, CA 90027
Attn: Becky Colwell**

A. Commercial Rental Rate, with Admission Charged (A):

1. In addition to the rental rates in the table above, the User agrees to reimburse SMG for any and all labor utilized for this event at a House Flat Rate of Twenty-Six Thousand, Five Hundred Dollars (\$26,500.00). The House Flat Rate includes

labor costs for ushers, ticket takers, security, cleaning, police, emergency medical services, box office staff and leasing costs associated with the house sound, lighting and video. The House Flat Rate expressly excludes the costs of stagehands and production related personnel, which must be provided through the existing contracts with the International Alliance of Theatrical Stage Employees (IATSE) Local 33 (Stage Technicians Union), Local 706 (Make-up Artists and Hair Stylists Guild), Local 768 (Theatrical Wardrobe Union), and Local 47 (Musicians Union). The House Flat Rate also expressly excludes the costs of private security employed for personal protection of artists or not related to public safety, special medical services requested for the artist only, advertising, ASCAP/BMI/SESAC, insurance, catering, runners, transportation, sign language interpreters (if requested), pyro/fire watch expenses (if any), Confetti cleaning expenses (\$1,500) and other USER/artist requested expenses.

2. The House Flat Rate covers the event with doors opening ninety (90) minutes prior to the advertised Event time and the performance ending no later than 10:30PM. The Greek Theatre has a hard curfew of 11:00pm. Additional labor fees will be charged at a rate of \$2,750 per one-half hour or portion thereof for events who's duration time exceed three and one half hours from the scheduled event time as indicated on ticket . User will be responsible for any staffing costs associated with any load-in/load-out days and rehearsals.
3. The User shall provide SMG, at least ten (10) days prior to holding an event, a full and detailed Event and production advance, and such other information required by SMG concerning the booked event. SMG shall determine the final minimum number of, and use of, ushers, ticket takers, security, cleaning, police, emergency medical services and box office staff for those employed to handle and govern the conduct of all in attendance at the User's event.
4. The User also shall pay to SMG, on demand, any other and further sums which may become due to SMG on account of special facilities, equipment, material, or extra services furnished or to be furnished by SMG at the request of the User, or necessitated by the User's occupancy of the premises, the compensation for which is not included in the rent or rents specified above. The User shall pay the guaranteed minimum rental on signing this User Agreement. Should the User fail to satisfy and pay any debts, accounts, and amounts owing and due SMG under the terms of this User Agreement, then the SMG may apply the proceeds of the security deposit.
5. The User agrees to promptly pay any and all Municipal, State, or Federal taxes, permit or license fees of whatever nature applicable to this occupancy and to take out all permits and licenses required for occupancy, and further agrees to furnish SMG, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment or possession of any such taxes, fees or permits. Appropriate records shall be maintained and made available upon request by SMG.

6. A Five Dollar (\$5.00) Facility Maintenance Fee must be added to the price of each ticket sold.
7. Any complimentary tickets set aside by the User and for the User's use shall be marked as such. Any tickets not marked accordingly will be counted as "sold" and Facility Maintenance Fee ("FMF") will be collected. For additional Greek Theatre Ticketing policy requirements please see policy attached in Exhibit A

B. Commercial, with no admission charged and Community Rental Rates

1. In addition to the policies and rental rates listed above, the User agrees to pay SMG for any and all labor costs for ushers, ticket takers, security, cleaning, police, emergency medical services, box office staff and leasing costs associated with the house sound, lighting and video systems, stagehands and production related personnel. These costs will be determined on an event by event basis. In addition, USER shall be responsible for the costs of private security employed for personal protection of artists or not related to public safety, medical services required for the artist only, advertising, ASCAP/BMI/SESAC, insurance, catering, runners, transportation, sign language interpreters (if requested), pyro/fire watch expenses (if any), confetti cleaning expenses (\$1,500) and other USER/artist requested expenses
2. The User also shall pay to SMG, on demand, any other and further sums which may become due to SMG on account of special facilities, equipment, material, or extra services furnished or to be furnished by SMG at the request of the User, or necessitated by the User's occupancy of the premises, the compensation for which is not included in the rent or rents specified above. The User shall pay the guaranteed minimum rental on signing this User Agreement. Should the User fail to satisfy and pay any debts, accounts, and amounts owing and due SMG under the terms of this User Agreement, then SMG may apply the proceeds of the security deposit.
3. The User agrees to promptly pay any and all Municipal, State, or Federal taxes, permit or license fees of whatever nature applicable to this occupancy and to take out all permits and licenses required for occupancy), and further agrees to furnish SMG, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment or possession of any such taxes, fees or permits. Appropriate records shall be maintained and made available upon request by SMG. .

SECTION 5. Security Deposit

Security Deposit for promoters with less than four (4) shows for the current season shall furnish a \$10,000.00 per show cashier check only, security deposit to SMG for each show. Beginning with fifth (5th) booking, promoters must provide letter of credit.

SECTION 6. Rules & Regulations

It is understood and agreed that SMG hereby reserves the right to control and manage the Greek Theatre and to enforce all necessary and proper established rules for its management and operation and for its authorized representatives to enter any portion of the Greek Theatre and on any occasion, provided that SMG and its agents shall not unnecessarily disturb the privacy of the artists in areas and circumstances where the artists have a reasonable expectation of privacy. SMG also reserves the right, but not the duty, to safely and reasonably have any objectionable person or persons removed from the premises and the User hereby waives any and all claims for damages against or any and all of their officers, agents or employees resulting from the exercise of this authority. SMG reserves the right to manage and control all parking facilities on the Greek Theatre property or leased by SMG at all events held at the Greek Theatre. Notwithstanding the foregoing, SMG will make such parking facilities available to event patrons during the User's event (at such prices determined by the Department).

The standard door opening at the Greek Theatre shall be ninety minutes prior to the advertised start time of the show; this may be adjusted as necessary with advance notice by the User to SMG but may be subject to additional fees.

Performances must end no later than 10:30 PM, unless prior written permission has been granted by SMG. In no case, however shall a performance extend past 11:00 PM. SMG reserves the right to cut power, and assess a penalty of One Thousand Dollars (\$1,000.00) per minute for the first five (5) minutes past 11:00pm. A penalty of Five Thousand Dollars (\$5,000.00) per minute will be assessed thereafter.

SMG shall be the sole provider of conversion labor, ticket takers, ushers, ticket sellers, peer security, police, medical), cleaning personnel, receptionist, maintenance/ operations staff, engineers, event coordinator, and local stagehand labor. SMG, using reasonable discretion, shall have final say as to the minimum number of personnel required based on the nature of the Event and the anticipated attendance.

Special stage effects involving pyrotechnic displays (including fireworks and flash powders) are prohibited except by a special fee and a City permit from the Fire Prevention Bureau. If a pyrotechnic display is required, arrangements must be made through the Los Angeles Fire Department at the User's expense.

The User shall use and occupy the venue in a safe and careful manner and shall comply with all applicable Municipal, State, and Federal laws, rules and regulations pertaining to the City of Los Angeles, the Department of Recreation and Parks and all other rules and regulations prescribed by the Fire and Police Departments and other governmental authorities as may be in force and effect during the tenancy. The User shall not use said premises or any part thereof for the possession, storage, or sale of liquor (except with the permission of SMG, and according to law), for any unlawful or improper purpose or in any manner so as to injure persons or property in, on, or near the premises. User shall not do

any act or permit or allow, any act to be done during the term of this User Agreement which will in any way mark, deface, alter or injure any part of the Greek Theatre.

All portions of the sidewalks, entrances, passages, vestibules, halls, and all ways of access to public utilities on the Premises shall be kept unobstructed by the User and shall not be used for any purpose other than ingress or egress to and from the premises. The doors, stairways, or openings into any place in the structure, including, hallways, corridors, and passageways, also house lighting attachments, shall in no way be obstructed by the User.

SMG will be responsible for traffic control working in conjunction with the City's Department of Transportation (DOT).

SMG assumes no responsibility whatsoever, for any property placed in said premises, and SMG is hereby expressly released and discharged from any and all liabilities for any loss, injury or damages to person or property that may be sustained by reason of the occupancy of said premises under this User Agreement. All watchmen or other protective service desired by the User must be arranged for by special agreement with SMG with due diligence taken for the receipt, handling, care or custody of any property shipped or otherwise delivered to the Greek Theatre, either prior to, during, or subsequent to the User's occupancy. SMG and its officers, agents, and employees shall act solely for the accommodation of the User and neither SMG nor its officers, agents, or employees shall be liable for any loss, damage, or injury to such property.

SMG shall have the sole right to collect and have custody of all articles left on the premises by persons attending any function held on the premises. Any property left on the premises by User shall, after a period of thirty (30) days from the last day of tenancy hereunder, be deemed abandoned and at SMG's sole option, become the property of SMG, without further notice.

In the event any portion of the Greek Theatre is not vacated at the end of the term of this rental, then SMG shall be and is hereby authorized to remove articles from the venue, at the expense of the User. SMG shall not be liable for any damage to or loss of such goods, wares, merchandise or property sustained either during the removal or storage of by SMG and it and its agents, employees and officials are hereby expressly released from any and all claims for such loss or damage. SMG will notify the User of any equipment or articles inadvertently left by the User and provide the User with a reasonable opportunity to remove same prior to removal or disposal by SMG. Upon termination of this Agreement, the User will deliver back to SMG the venue in as good condition and repair as it was received and in conformance with the Department's guidelines. Should the User fail to return the venue in as good condition and repair as it was received, any necessary and reasonable amounts owed and due SMG under the terms of this User Agreement may be subtracted from the User's security deposit.

Notwithstanding exclusivity granted to User by the terms of this Agreement, the City in its discretion may require User, without any reduction in rent or other valuable consideration

to User, to accommodate the rights of persons to access and engage in expressive activities, as guaranteed by the first amendment to the United States constitution, the California constitution, and other laws, as these laws are interpreted by the City. Expressive activities include, but are not limited to, protesting, picketing, proselytizing, soliciting, begging, and vending of certain expressive, message-bearing items in appropriately legal areas which are not disruptive to the Event, intrusive of the User's exclusivity or which impede commercial operations of the venue.

ADA – Americans with Disability Act Requirements:

The parties recognize that the City is subject to the provisions of Title II of the Americans with Disabilities Act ("ADA") and that the User is subject to the provisions of Title III of the ADA (including all revised regulations dated September 15, 2010 and effective March 15, 2011). Concerning compliance with the ADA and all regulations thereunder, the City is responsible for the permanent building access requirements; such as wheelchair ramps, elevators, restrooms, doors and walkways. The User is responsible for the non-permanent accessibility standards and requirements, such as, but not limited to, seating accessibility, ticketing, ticket pricing, sign language interpreters, signage and all other auxiliary aids and services customarily provided by the User. The User shall comply with the ADA and all regulations thereunder.

Tickets for unsold accessible seating may be released for sale to individuals without disabilities: 1. When all non-accessible tickets (excluding luxury boxes, club boxes, or suites) have been sold; 2. When all non-accessible tickets in a designated seating area have been sold and the tickets for accessible seating are being released in the same designated area; or 3. When all non-accessible tickets in a designated price category have been sold and the tickets for accessible seating are being released within the same designated price category. User represents that it has viewed or otherwise apprised itself that such access to the premises and common areas and accepts such access, common areas and other conditions of the premises as adequate for User's responsibilities under the ADA. The User shall be responsible for ensuring that the space rented by City to User complies and continues to comply in all respects with the ADA, including accessibility, usability and configuration insofar as the User modifies, rearranges or sets up in the facility in order to accommodate the performance produced by the User. The User shall be responsible for any violations of the ADA that arise from User's reconfiguration of the seating areas or modification of other portions of the premises in order to accommodate User's engagement. The User shall be responsible for providing and paying for auxiliary aids and services that are ancillary to its production and for ensuring that the policies, practices and procedures it applies in its production are in compliance with the ADA.

SECTION 7. Ticketing Agent and Tickets

The User will adhere to the Greek Theatre Ticketing Policy as established by Department (Exhibit A). The User shall not sell, allow, or cause to be sold or issued, admission tickets in excess of the seating capacity of, or admit a larger number of persons to the area than can be lawfully and safely seated or moved about, with the final decision vested by SMG.

SECTION 8. Broadcasting & Advertising Rights

This Agreement includes rights to broadcast from the Greek Theatre. Broadcast is defined as the "the dissemination of video, film or radio content via electronic means including but not limited to high definition, standard and cable television, radio, web casting, web streaming, down loads, and/or other forms of digital transmission, digital broadcast or digital distribution effectuated by means of the internet in all forms of television media now and hereafter known SMG shall retain all television, film, radio and/or recording rights to any Events which take place in or at the Facility. Licensee may purchase such rights from SMG for a broadcast and/or recording fee ("**Broadcast Fee**") of \$15,000. plus applicable stagehand costs.

This User Agreement does not include any advertising rights pertaining to the venue in favor of the User. SMG retains all rights to sell or lease advertising on the premises, and to determine whether any incidental display of products, logos, etc., may conflict with the Department's rights. SMG shall not permit any display on the premises of an objectionable nature, in the sole and absolute discretion of SMG

SMG further reserves the right to make or record any photographs, audio or video at the venue for its own personal use or for the customary advertising and publicity, subject to any applicable required approval(s) from the performing artist.

Except for announcement of upcoming concerts at the Greek Theatre, or events in which the User is promoting or advertising for artists performing at the event, the User shall not distribute fliers, brochures, petitions, surveys or literature of any kind nor sell or cause to be sold or sampled pamphlets, novelties, curios, souvenirs, or similar items at or in the Greek Theatre, except upon written permission of SMG.

USER shall use the Greek Theatre logo in all advertising controlled by or done on behalf of USER relating to an Event, including, but not limited to, television, internet, newspaper, magazine, and outdoor advertising. USER's right to use the Greek Theatre Logo shall be limited to the specific, express purpose set forth in the foregoing sentence and/or as otherwise authorized by SMG in writing prior to the use thereof. In connection with USER's use of the Greek Theatre Logo as permitted in this section, USER shall use only the form of the Greek Theatre as provided by SMG to USER in any artwork or other depiction thereof.

SECTION 9. Sound, Video & Lighting

SMG will provide house sound, video displays and basic lighting systems originating at the front house mix position in the venue. The User is required to use the house audience public address/sound reinforcement system for the event but may provide alternative and/or additional-stage sound monitors and consoles, video displays and lighting systems required for the event. A comprehensive Greek Theatre Technical Package can be found at www.lagreektheatre.com

During the performance, SMG will work in conjunction with the User to monitor sound levels. In the event, sound levels that exceed 95dBA, sustained over any three (3) minute interval, the User will be given a warning to lower the sound. If additional violations occur, monetary penalties shall apply as set forth below. A sound monitoring data report showing sound readings each minute shall be generated at the conclusion of each performance. At the conclusion of the show the sound-monitoring data report will be provided to document all violations of the sound level limit that occurred during the performance. If any violations occurred, the following penalties shall apply and shall be paid by USER as part of the Event settlement, or otherwise deducted from USER security deposit:

First Offense: Shall be a warning during the performance to lower sound levels to 95dBA.

Second Offense: Shall be a Five Thousand Dollar (\$5,000.00) fine.

Third Offense: Shall be a Seven Thousand Five Hundred Dollar (\$7,500.00) fine.

Subsequent Offenses: Shall be Ten Thousand Dollars (\$10,000.00) per violation.

SECTION 10. Food and Beverage

The User shall not sell or cause to be sold items of food or drink at or in the Greek Theatre, without written permission. Food and beverage sales are in the exclusive rights of the Department's Food and Beverage Concessionaire. SMG must approve any and all sampling requests, with such approval not to be unreasonably withheld if they are made at the request of artist's tour sponsors. The User may opt to bring in a caterer to perform backstage artist and stagehand duties with no additional buy-out fee.

SECTION 11. Artists Merchandise Sales

With regard to Event merchandise sales, Department's Food and Beverage Concessionaire (Concessionaire) shall handle sales on behalf of the Event/artists. USER agree to a merchandise split of 80% (Event) AND 20%(Concessionaire), 90% (Event)/10% (Concessionaire) on recorded media, after the deduction of all applicable taxes, credit card commissions and bootleg security, if requested. Concessionaire shall supply and pay the merchandise vendors. Neither User nor Department will receive any monetary benefits from the sale of artists' merchandise.

SECTION 12. Notices

Any notice or formal communications between SMG and the User shall be made in writing and will be deemed sufficiently rendered or given when made or sent by e-mail to:

Email: bcolwell@lagreektheatre.com

SECTION 13. Legal Authority

User assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution, or action passed or taken, to enter into this User Agreement. The person or persons signing and executing this User Agreement on behalf of User, do hereby warrant and guarantee that he/she or they have been fully authorized by User to execute this User Agreement on behalf of User and to validly and legally bind User to all the terms, performances, and provisions herein set forth:

- A. Standard Provisions for City Contracts (Rev. 3/09), excluding PSC-33 and PSC-34.
- B. Ticketing Policy, Exhibit A
- C. Insurance Requirements Form, Exhibit B
- D. Greek Theatre Booking Policy, Exhibit C

(Signature Page to Follow)

IN WITNESS WHEREOF, THE CITY OF LOS ANGELES has caused this User Agreement to be executed on its behalf by its duly authorized Department of Recreation and Parks, and User has executed the same as of the day and year herein below written.

SMG, as agent for THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its Department of Recreation and Parks:

BY: _____
General Manager or Designee

DATE: _____

[INSERT USER NAME]

BY: _____

DATE: _____

Print Name: _____

Title: _____

DATE: _____

Signature

BTRC: _____

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

BY: _____

DATE: _____

STREFAN FAUBLE

Greek Theatre Ticketing Policy – 2017 Season

Per the User Agreement, promoters/producers (hereafter referred to as “Users”) retain the right to select a preferred ticketing company for any performance. Any selected ticketing company can request to make their system available for selection by the User provided they meet the following, but not limited requirements:

1. **Infrastructure and Equipment** - ticketing company shall incur all costs for the installation and utilization of their ticketing system including wiring/cabling, telecommunication jacks/ports, ticket sales computer terminals, ticket printers, ticket stock, access control (scanners, antennas), and storage of said items when not in use.
2. **Training** – ticketing company shall provide initial and ongoing training, at no cost, to the Greek Theatre box office staff for proper utilization of the system to service the USERS and the public.
3. **On-site support** – ticketing company shall provide technical and operational support during events upon reasonable request of the Greek Theatre Operator (“Operator”). Ticketing company will also maintain phone and e mail support.
4. **Agreement** - after executing a User Agreement, User must identify its preferred ticketing company from among the Greek Theatre’s existing providers and enter into a Ticketing agreement with Operator.
5. **Ticketing Operations** - Ticketing operations will be conducted by the Operator in accordance with the Ticketing Agreement and the User will receive all financial and informational benefits associated with that agreement.

However, if the User already has an existing agreement of its own with the selected ticketing company, the USER shall not be required to execute a Ticketing Agreement, but shall receive the following benefits and required to provide:

- A. User shall be able to use their ticket convenience charge schedule.
- B. User will directly receive all ticket royalties in accordance with their agreement.
- C. User will receive ticket purchaser data and provide same to Operator.
- D. User will receive credit for the ticket sales volume of the event.
- E. User may request and will be granted advances on advance ticket sales (up to the amount in excess of estimated venue expenses). Said advances will be returned to Operator within twenty four (24) hours of any notice of a cancelled performance.
- F. User shall retain the right to build their event, place holds, and otherwise manage the ticketing inventory, subject to compliance with the venues’ stipulations below

6. **Stipulations** - Regardless of which ticketing agreement or ticketing company is used, the following venue ticketing stipulations will apply:
- A. Advance ticket sales monies will be sent by the ticketing company on a weekly basis to Operator.
 - B. A \$5.00 Facility Fee will be included in the sales price of every ticket sold, as per the USER agreement
 - C. No convenience or other service charge will apply to tickets purchased in advance of event day at the Greek Theatre box office.
 - D. Credit card fees from box office sales will be assessed to the buyer on the sale of each ticket
 - E. Operator shall determine the hours of operation of the Greek Theatre Box Office for public sales.
 - F. Operator shall manage and approve the on-sale schedule for all events, to coordinate the management of on-sale traffic and minimize conflicts between similar event types or genres.
 - G. Greek Theatre box seats shall not be included in the ticket manifest of the event, and Operator shall retain all revenues associated with the box seats.
 - H. Seating locations for the Greek Theatre Premium Seating Programs (200 seats) shall be placed on hold prior to any sales being conducted, and shall be held until the option is exercised or released, even if the USER is placing the holds and managing the inventory. Option to purchase tickets will expire prior to each show's general on-sale date for the public. These seats will be manifested and confirmation of holds must be provided to Operator before show goes on-sale. Please see venue Premium Seating map below.
 - I. User will set aside and provide Operator with Thirty (30) tickets for each event, at no charge to venue. The location of said venue comps shall be mutually agreed upon within 7 days after the on-sale.
 - J. Operator shall be permitted to place venue holds, for purchase, subsequent to show and premium program holds being placed and prior to public sale, in quantities and locations comparable to industry standards for venue holds. Please see venue Premium Seating Program hold map attached.
 - K. User shall also bear financial responsibility for any chargebacks related to the event.
 - L. Operator shall have access to view and validate all ticket sales activity.

M. Operator reserves the right to amend this ticketing policy at any time in its sole discretion.

Greek Theatre – 2017 PSL Holds

- Seats listed below (200 seats) are held prior to on-sale dates for venue subscribers to purchase.
- Ticket revenue from these sales will be included in each artist settlement.
- Any unsold seats will be released back to promoter by 5pm the night before each show goes on-sale

Section A (Right)

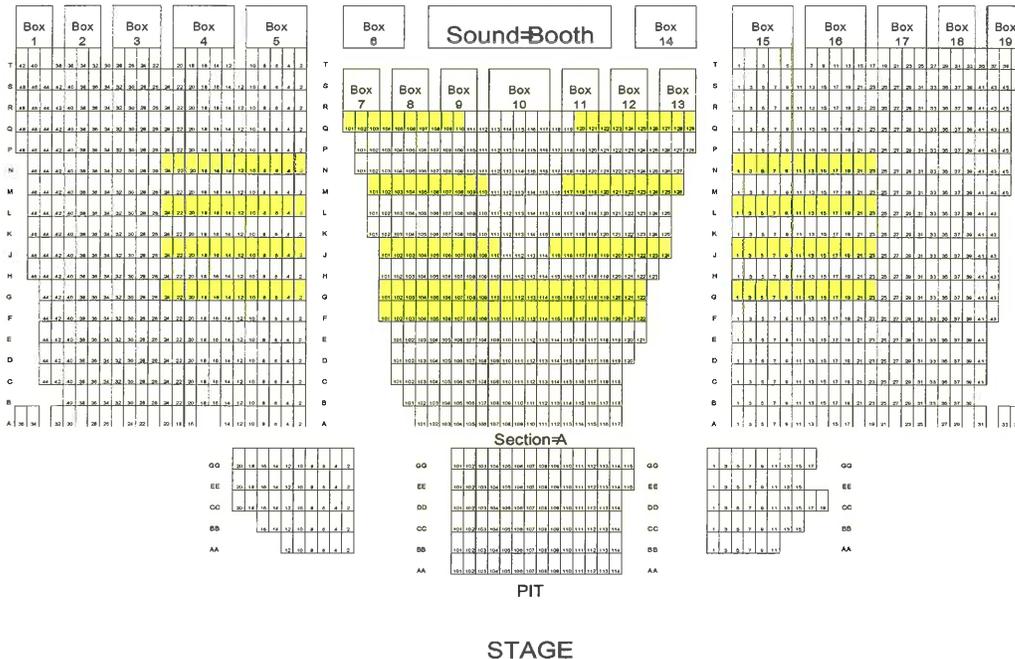
Row G Seats 2 -24
 Row J Seats 2 - 24
 Row L Seats 2 - 24
 Row N Seats 2 - 24

Section A (Center)

Row F Seats 101-122
 Row G Seats 101-122
 Row J Seats 101-110, 115-124
 Row M Seats 101 -110, 117-126
 Row Q Seats 101-110, 120-129

Section A (Left)

Row G Seats 1-23
 Row J Seats 1-23
 Row L Seats 1-23
 Row N Seats 1-23



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RESERVATIONS

Filling out and returning the venue rental application will ensure your reservation is placed in date receipt order on the master calendar of events and programs for the Greek Theatre ("Venue Calendar"). Venue rental applications can only be submitted by email at booking@lagreektheatre.com

A. Reserving and Holding Dates on the Venue Calendar

To place a hold on the Venue Calendar, an applicant must provide the headlining act name and date of performance to be placed in the first available hold position. Should an applicant wish to change the headlining act name, and there is (are) additional date holder(s) behind you, then the applicant's hold will be released and will be placed in the last hold position along with the new headlining act's name.

B. Challenge Policy

An applicant in the first hold position cannot be challenged if the minimum rent deposit has been received (see rental rates below for appropriate minimum rent deposit amount). An applicant who has not paid the minimum rent deposit may be subject to the following challenge policy.

Prior to signing the User Agreement, any applicant behind the first hold position may issue a "challenge" to the first date holder's position. The challenger will be required to submit a certified check or a company check made payable to: SMG Greek Theatre, or electronically transfer funds to SMG Greek Theatre in the amount of Twenty-Five Thousand Dollars (\$25,000.00) for the challenge fee. The challenged holder may meet the "challenge" within forty-eight (48) business hours by providing a matching certified check or company check payable to: **SMG Greek Theatre** or electronically transfer funds to SMG Greek Theatre, in the amount of Twenty-Five Thousand Dollars (\$25,000.00) and executing the User Agreement. If the challenge is met, the challenger fee will be returned to the challenger. User Agreements may be submitted via email to the Greek Theatre General Manager or in person at the Greek Theatre Administrative Office Monday – Friday between the hours of 9am-5pm (excluding City of Los Angeles observed Holidays). Challenges delivered after these set hours (either in person or by email) will not start until the next business day.

Challenge starts once both deposit and signed User Agreement have been received.

If the challenged applicant fails to meet the challenge, the applicant's position will be immediately surrendered and the successful challenger will become the confirmed act. The challenge fee will be applied to the event (rent and incidental expenses) and is not

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refundable nor is it transferable to any other event or date. Contracted dates with appropriate fees paid cannot be challenged.

Please note: The act associated with this challenge MUST be the headliner on this date. Should the act not become the headliner, the date may be lost.

MULTIPLE DATE PERFORMANCES

Users may reserve multiple days on the calendar for one artist by providing a deposit of Twenty-Five Thousand Dollars (\$25,000.00) per performance day. Once desired dates are confirmed, User may elect to put one event day on-sale to the general public to determine consumer ticket demand. If after a period of 10 days from initial event on-sale date, User determines that additional dates for artist are no longer necessary, the additional dates will be returned to the Greek booking calendar for other Users to access. The deposit of \$25,000.00 for the released date(s) may be applied to another date in same calendar year for User.

RENT/DEPOSITS AND FEES

To issue a User Agreement, the advance or minimum rent is due. All funds must be paid by a certified check or a company made payable to: SMG Greek Theatre or electronically transferred to SMG Greek Theatre. *Please Note: Multiple Dates require the minimum rent per day.*

Venue Capacity	Commercial Rental Rate (Those events promoted and/or sponsored by a commercial group organization)			Community Rental Rate (Those events which are promoted and/or sponsored by a Civic, Educational, Religious or Charitable group registered as a non-profit 501c3 status)			Load-In/Out Rate
	Admission Charged Minimum	No Admission Charged %	No Admission Charged Minimum	Admission Charged Minimum	No Admission Charged	Admission Charged	
5,901	\$25,000	11%	\$35,000	\$7,500	8%	\$5,000	\$2,500
	Rental fee is Gross Ticket Receipts (less applicable taxes and facility fee)						

CANCELLATION

If the promoter or artist wishes to cancel a contracted event, the advance deposit is forfeited and will not be returned to the promoter. In addition the promoter will be responsible for any venue incurred costs associated with the cancelled event.

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SELECTED VENUE RULES AND REGULATIONS

User is responsible for all event related labor expenses as defined in the User Agreement. Event Load-in shall not occur prior to 7:00 AM. Performances must end no later than 10:30 PM, unless prior written permission has been granted by SMG but in no case shall a performance extend past 11:00 PM. Events whose duration time exceed three and one half hours from the scheduled event time as indicated on ticket will be subject to additional expenses. See User Agreement for fees. SMG reserves the right to cut power to any performance past 11:00 PM. Should the performance for whatever reason fail to end at the agreed upon ending time, a penalty of One Thousand Dollars (\$1,000.00) per minute for the first five (5) minutes past the ending time will be assessed. A penalty of Five Thousand Dollars (\$5,000.00) per minute will be assessed thereafter.

INSURANCE

Insurance is required. Instructions and Information on Complying with City Insurance Requirements, Exhibit B, is provided for your insurance agent or broker's use. The City of Los Angeles requires specific language for the policy, a copy will be provided in the User Agreement at the time of contracting.

TICKETING

Event on-sales must be communicated to SMG prior to events being announced or tickets going on sale to the general public. Information provided to SMG must include ticket prices, ticket purchase link and any age restrictions. Ticket sales must not take place before the advance deposit is received and the User Agreement has been executed. See Greek Theatre Ticketing Policy, Exhibit A of the User Agreement.

ADVERTISING

Advertising must not take place before the advance deposit is received and the User Agreement has been executed. The Greek Theatre logo must be included in all marketing efforts utilized by User to promote their event. USER shall use the Greek Theatre logo in all advertising controlled by or done on behalf of USER relating to an Event, including, but not limited to, television, internet, newspaper, magazine, and outdoor advertising. USER's right to use the Greek Theatre Logo shall be limited to the specific, express purpose set forth in the foregoing sentence and/or as otherwise authorized by SMG in writing prior to the use thereof. In connection with USER's use of the Greek Theatre Logo as permitted in this section, USER shall use only the form of the Greek Theatre as provided by SMG to USER in any artwork or other depiction thereof.

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SPONSORSHIP/HOSPITALITY

Greek Theatre management retains the right to display logos, branding, slides, and/or videos of their sponsor partners throughout the venue and on any video screens prior to performances, during intermission and after performances.

On-site exposure and activation of artists/tour sponsors and/or USER sponsors must be presented to Greek Theatre management for approval, and any expense of said activations shall be borne by USER or the applicable sponsor. This approval includes, but is not limited to, placement of signage, location and size of activation spaces, inflatables, product displays, sampling, or giveaways, etc. Onsite activation and/or signage, sampling, giveaways are not permitted inside the seating area of the Greek Theatre. In no event shall approval of said sponsors infringe upon, diminish, or violate the rights and entitlements of Greek Theatre sponsors in at the venue, including all hospitality areas, including, but not limited to The Redwood Deck and its adjacent hospitality room, or any other designated-hospitality areas for which access is permitted and controlled by Greek Theatre management. USERS may request access to these spaces for their guests. Requests may be granted based on availability, and USER may be charged a per person access fees for each access granted.

USERS are permitted use of the under stage catering rooms and dressing rooms for the hospitality of their sponsors, VIPs, and guests. USERS are permitted to provide their own catering for these spaces, or may select the Greek Theatre Concessionaire for their catering needs. Any and all alcohol provided by USER or any caterer other than the Greek Theatre Concessionaire will not be permitted to leave the aforementioned spaces in this paragraph.

2017 EVENT INCENTIVE PROGRAM

The Greek Theatre (Venue) appreciates the continued programming support from our event promoters. In an effort to incentivize and encourage a robust and diverse set of seasonal event bookings, the Venue will provide a rebate to promoters based on the parameters listed below:

1. **Qualifications:** A promoter must bring a minimum of fifteen (15) events to the Venue in the qualifying period to be eligible to receive any rebate(s). In the event of a co-promotional event, a qualified rebate will be paid only to the promoter or show organizer listed on the User Agreement.
2. **Payment terms:** Rebates will accrue starting with the first event in the qualifying period, but will not be earned and payable until the fifteenth event occurs during the period. The accrued amount for the first fifteen events will be calculated at the conclusion of the fifteenth event, and all rebates which will be paid thirty (30) days after the conclusion of the season.

Rules:

- A. The Event Incentive Program only applies to commercial events and is not applicable to events booked under the Community Rental Rates.
- B. Incentive is based on both paid tickets and complimentary tickets that are scanned upon entry into each event.
- C. All other rental terms as defined by the Venue apply including the terms in the standard User Agreement.
- D. This is the only form of commercial incentive program recognized by the Venue. The Venue will review the event incentive program requirements on an annual basis and retains the right to modify the incentive program at any time, subject to rights under an existing contract.

2017 Event Incentive:

15 Shows minimum to qualify				
	Total paid tickets plus scanned comp tickets		Per Paid ticket	Per Scanned Comp ticket
Tier One	0	100,000	\$1.00	\$0.50
Tier Two	100,001	150,000	\$2.00	\$0.50
Tier Three	150,001	And up	\$3.00	\$0.50