



## **Lobero Theatre policies and general information**

Revised 08/15/19

The Lobero Theatre Foundation reserves the right to refuse to rent its facilities for any film or performance of any type that is obscene as defined by the laws, ordinances, or regulations of the City or County of Santa Barbara, State of California, or United States of America. For example, a film or performance is obscene if it appeals to the prurient interest, depicts or describes sexually explicit conduct, and lacks serious literary, artistic, political or scientific value.

The Lobero Theatre Foundation further reserves the right to refuse to rent its facilities for any film or performance of any type depicting minors engaged in sexual conduct.

The Lobero Theatre Foundation reserves the right to refuse to rent its facilities for any film or performance of any type that is inconsistent with the Motion Picture Association designations of G, PG, PG-13, or R.

### **Reservations and Availability of the Theatre**

1. Requests for date reservations may be made up to 1 (one) year in advance, but reservations may be confirmed no more than 9 (nine) months in advance. Any exception requires Foundation Board approval.
2. For any reservation, if challenged by a second party, potential Licensee is given 48 hours' notice to confirm dates by signing contract and paying the pre-arranged deposit.
3. A contract is null and void if not returned within two weeks.
4. Until a date is contracted Lobero Theatre Foundation has the right to supersede any hold.
5. Any use of the non-stage areas of the theatre (i.e. lobby, rehearsal hall, courtyard, front walk) must be approved by the Executive Director and details discussed with the Lobero Theatre Technical Director and House Manager.
6. Rehearsals:
  - a. All performing events will have booking priority over load-ins and rehearsals.
  - b. More than twenty-five (25) spectators in the Theatre during a rehearsal will constitute an audience requiring front of house staff, and all applicable charges will apply.

### **Staff**

1. An authorized representative of the Foundation shall be present at the expense of the Licensee at all times during Licensee's presence on the premises.
2. The Foundation reserves the right to determine minimum staffing at all events, including, but not limited to, reception support staff and security guards if necessary, at the expense of the Licensee.
3. The Lobero Theatre will supply all front-of-house staff.
4. The Lobero Theatre will supply all stage crew as allowed by the IATSE collective bargaining agreement.
5. The Lobero Theatre will supply all concessions and concession staff at no cost to the Licensee.

## **HOURLY PAY**

1. Stagehands are paid hourly for all hours worked from the moment the building is made available to you until it is closed when you leave.
2. Stagehands are paid time and a half for all hours worked under the following conditions: after 8 hours in one day, after 40 hours in one week, between midnight and 8am, after 5 hours without a 1-hour meal break, during the recording, setup for recording, streaming, or broadcast of any activity.
3. Stagehands are paid double time for working on any of the following 8 recognized holidays: New Year's Eve after 5pm, New Year's Day, Easter Sunday, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve after 5pm, and Christmas Day.
4. Stagehands are paid slightly extra for rigging, construction, artistic painting, or audio or video rendering work.

## **STAFFING**

1. With a few very specific exceptions, the contract requires a minimum of two union stagehands for all onstage events.
2. The contract requires a minimum work call of four hours, i.e. any work call of less than four hours will be billed as a full four hours. Any continuation call after more than a two-hour break is considered a new minimum four-hour work call.
3. Any single-day load-in, performance, and load-out is billed as a six-hour minimum.

**Please Note: All fees are subject to change with 30 days' notice.**

### **Access Accommodations**

1. Renters with season subscriptions may not sell the removable regular seating except, of course, to subscribers using wheelchairs or other mobility aids requiring additional space.
2. Renters are required to hold all wheelchair seating until the day of performance. Both the renter and the Lobero will inform prospective patrons wanting to secure wheelchair seating to purchase their tickets well ahead of time and no later than 24 (twenty-four) hours in advance.
3. When a performance is sold out, accommodation for one wheelchair patron will remain available until 24 (twenty-four) hours prior to curtain. If the remaining wheelchair seat is not purchased by this time, the tickets may be sold as regular seats.

### **Concessions**

1. The Lobero Theatre Foundation has exclusive rights to Refreshment concessions. Intermission must be at least 15 (fifteen) minutes long. Any special request(s) must be submitted in writing to the Executive Director.
2. With the prior consent of the Foundation, Licensee may conduct on-premises sales during an event, selling items (programs, T-shirts, etc.) related to such event. The Lobero Theatre will receive 10% of gross CD sales and 15% of all other merchandise sales.

### **Settlement and Box Office**

1. One week in advance of move-in, an evaluation of ticket sales will be compared with the estimated costs of the production and a percentage of the differential will be required as a deposit. (In the absence of adequate technical information, stage hand costs will be estimated as being equal to theatre costs.)
2. All monies from the ticket sales for each performance will go into the Lobero Theatre Box Office Account and will be turned over at the conclusion of the show, during the final settlement. Settlement will take place in 3 (three) working days.

3. The box office hours are 10:00 a.m. – 5:00 p.m. Monday through Friday, (except Holidays); 12:00 p.m. – 5:00 p.m. Saturdays; and Sunday two hours prior to any performance. Any special requests for longer Box Office hours must be presented in writing to the Executive Director and will be subject to a \$28.00 per hour per employee fee. Box Office hours are subject to change with notice.
4. Please check all settlements carefully. All settlements are considered final after 30 (thirty) days.

#### **Box Office Procedures**

1. All tickets for Lobero events must be ordered through the Lobero. All single ticket sales when there is a series must be sold through the Lobero.
2. At least 1/3 (one-third) of the single tickets available for sale for a performance must be on sale at the Lobero Box Office during the run.
3. Ticket orders are taken by phone, through the mail, online or at Box Office window. Unpaid reservations are held one week from date of order or one day prior to performance, whichever comes first. If tickets are paid for with a credit card, tickets will be held until show time. Reservations which are not picked up, or paid for by their appointed time, will be released for general sale unless otherwise designated by promoter.
4. At one hour before curtain, all unpaid holds will be released.
5. Tickets consigned to the promoter shall be handled by appointment with the Box Office Manager. When returning and/or exchanging tickets, please return blocks of tickets rather than single tickets. All consigned tickets remaining shall be returned to the Box Office by 5:00 p.m. the day of the show to be put on sale. The Lobero facility fee will be charged on any unsold and unreturned tickets.
6. When signing out tickets, the renter shall give the following details over the phone: Number of tickets to be signed out, specific seats or location of tickets and what time they will be in to pick them up. These guidelines also apply to complimentary tickets. Tickets will then be pulled and recorded before renter arrives so that renter can then just count tickets, verify entry and initial where indicated. An appointment is required when making ticketing arrangements with Box Office Manager.
7. A written COMP list for the performance shall be turned in no later than 4 hours before each performance.
8. The Lobero Theatre Foundation reserves the right to no more than 4 (four) complimentary tickets per performance.
9. The Lobero Theatre Box Office reserves the right to hold an appropriate number of emergency seats, based upon the particular structure of the performance.
10. The Lobero Theatre accepts cash, checks with a valid ID, Visa, MasterCard, American Express, or Discover. If the promoter of a show does not wish to cover bounced checks, the Box Office will accept cash, Visa, MasterCard, American Express, and Discover only.
11. The Box Office is a secure area closed to anyone who does not have business with the Lobero Theatre.
12. Only Lobero Theatre Box Office staff members are permitted to handle tickets.
13. Box Office doors are to remain locked during and immediately before a show.
14. If there should be any special circumstances or requests, please contact the Executive Director.

#### **Miscellaneous**

1. Lost and found items will be turned in to the Box Office. Management is not responsible for lost or stolen items.
2. No animals, other than seeing-guide dogs, are permitted in the theatre without written permission.
3. Smoking is not allowed anywhere in the building or on the premises as restricted by law. Violation of the smoking ordinance will result in a \$500 fine.

4. The Lobero Theatre does not provide parking for the Licensees. Permanent parking is available in the city lot directly behind the theatre.
5. The promoter shall be charged parking fees for staff overflow caused by full Lobero lots generated by a show.

These policies are necessary to insure the accuracy, efficiency, and security of the Lobero Theatre. We appreciate your support and cooperation and ask that you convey these policies to members of your company.

**Failure to comply with the policies will give the licensor the right to terminate the license agreement.**

### **Lobero Theatre Foundation Technical Rider**

Lobero Theatre Foundation stage crew members are professional theatrical technicians. The following rules are strictly adhered to for the protection of both workers and performers.

#### **Responsibilities of Lobero Theatre Technical Director:**

1. Operation of Lobero Theatre equipment is at the discretion of the Technical Director.
2. To obtain technical information or to review equipment and services, an appointment is required. The Technical Director's schedule varies greatly from week to week. Please call (805) 637-0215 for an appointment.
3. The Lobero Technical Director has the right to determine staffing for each event and will hire employees for each stage job as needed.
4. The Lobero Theatre Technical Director must approve any construction or painting to be done in any part of the Lobero Theatre.
5. All photography, audio or video recording, streaming, or broadcast of any activity must be approved by the Lobero Theatre Technical Director prior to such activity.

#### **Responsibilities of Licensee:**

1. Storage space is not available before or after your event. The theatre has no storage spaces. Nothing can be left in the theatre for later pick up without prior arrangement. Everything must go out during your strike. The Lobero cannot be responsible for any equipment left after that day.
2. Licensee must appoint a representative to set crew calls with the Lobero Technical Director, sign for equipment and be responsible for Licensee's production members not employed by the Lobero Theatre. Complete advanced planning and notice help avoid problems.
3. Licensee must provide the Lobero Technical Director with work/rehearsal schedule two weeks prior to move-in. Failure to provide such schedule information may result in dramatically increased labor costs due to the inability to efficiently schedule labor.
4. It is the responsibility of the Licensee to leave the Theatre in the condition in which it was found. Any damage or alteration will be charged against the Licensee's deposit.

#### **Fire Safety:**

1. The Technical Director requires notice concerning the use of, and safety precautions taken for, any unusual scenic elements: special lighting fixtures, flash pots, high elevation platforms, scenery rigged to fly, and the like. If scenic elements arrive at the theatre and are deemed unsafe, they will not be allowed to go on "as is". It is the responsibility of the renter to repair them.
2. Fire and smoke effects are not allowed in the theatre without the written approval of the Santa Barbara Fire Department and the Lobero Theatre Technical Director prior to the event. Firearms, live explosions and laser also require prior approval.

3. All drapes must have approved flame-proofing applied before loading into the Lobero Theatre.
4. Fire laws require that there be no obstructions of any kind in the audience seating area, aisles, exit doors or hallways when an audience is in attendance. Platforms, cameras or other obstructions may be allowed in restricted areas where audience seating can be roped off and a safe exit for patrons provided.

**General Information:**

1. The Lobero Theatre is technically a "road house," i.e. all shows coming in should be totally self-contained.
2. The stage floor and walls may not be painted. Accepted stage screws and nails may be used at the discretion of the Technical Director.
3. Audience seats may be removed with the permission of the Lobero Technical Director, Executive Director and Box Office Manager.
4. Children are to be kept under close supervision since the stage is potentially dangerous at all times.
5. No one is allowed in the theatre without the presence of a member of the Lobero Theatre staff.
6. The Lobero Theatre does not supply tools or supplies for your production. Licensee should bring own tools and supplies (gel, tape, nails, screws, rope, hammer, wrenches, etc.).
7. Use of the stage for receptions requires approval of the Technical Director and the Executive Director. The Lobero Rehearsal Hall and Courtyard are available for small receptions subject to availability and a rental charge.
8. Loading and unloading of scenery can be done at the Anacapa Street loading door.

**Work Rules:**

As a renter of the Lobero Theatre, you are party to the contract between the Lobero Theatre Foundation and Local 442 of the stage hands union (IATSE). It is the Lobero Theatre Technical Director's responsibility to implement that contract as it applies to your production. Some of its conditions and explanations of how they apply to you are explained below. Collective Bargaining Agreement available upon request from the Executive Director.

**COVERAGE**

The contract applies to all employees (paid or unpaid) working anywhere on the theatre property who are engaged in any form of stagecraft, e.g.: lighting, rigging, sound, carpentry, painting, projections, flies, wardrobe, and truck loading and unloading. The contract does not cover stage managers, designers or their assistants so long as they are not engaged in any covered activities.