

Lobero Theatre Policies and Information

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, patio, front walk) must be approved by the Theatre Manager and details discussed with the Lobero Theatre Technical Director and House Manager.
6. Rehearsals:
 - a) All performing events will have booking priority over 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.

Advertising

1. Advertising is prohibited for a show unless a deposit has been received along with a signed contract.

2. Use of the 3-sided kiosk, side wall and pillars for advertising space is provided free of charge for use by the renters and space must be scheduled with the Theatre Manager. When using this space, Licensee agrees to conform to the following:

- a) Professionally made signs are required and must be waterproof.
- b) Dimensions: 3 feet wide by 6 feet high
- c) Subject to availability, kiosk may be rented at a weekly cost of \$25.00 by organizations sponsoring events outside the Lobero Theatre for which tickets are on sale at the Lobero Box Office. Longer periods are subject to negotiation according to availability.

3. Licensee agrees that any advertising or promotion done for Licensee's show will not be obscene under local, state or federal laws, ordinances, or regulations and will comply with all the laws, ordinances and regulations of the City and County of Santa Barbara, State of California, and United States of America.

4. Renter promotion of Telecommunications Device for the Deaf as a service to patrons is required by the Lobero Theatre indicating our box office telephone number in the following manner: California Relay System 1-800-735-2922. All display ads, posters, press releases, etc. put out by the renters shall be required to include this information as well as indicating the Lobero's accessibility by using the wheelchair and ALS graphic symbols.

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 Theatre Manager.

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 20% of gross sales of such items.

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. Eating or drinking is not allowed in the auditorium. 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.

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.

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.

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 setup for recording or actual recording (audio, video or film) of any activity.
3. Stagehands are paid double time for working on any of the following 8 recognized holidays: New Years Eve after 5pm, New Years Day, Easter Sunday, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve after 5pm, and Christmas Day.
4. Stagehands are paid slightly extra for rigging and construction work.

STAFFING

1. With a few very specific exceptions, the contract requires a minimum of 2 union stagehands for all onstage events.

3. 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.

4. All performances (more than 25 people in the audience) are billed at a flat rate equal to 4 hours pay.