

Rental Policies and Procedures

- Exhibit C -

The Great Hall of the Younes and Soraya Nazarian **Center for the Performing Arts (The Soraya)**

and

Plaza del Sol Performance Hall (PDSPH)

Thor Steingraber Executive & Artistic Director

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Statement of Values

CSUN is a welcoming and inclusive campus. The Younes and Soraya Nazarian Center for the Performing Arts (YSNC) shares those values in every aspect of its operations, striving every day to serve the residents of the San Fernando Valley and beyond. YSNC is proud of its track record in offering the expertise needed for quality performances and events, as well as its outstanding hospitality, service, and its uncompromised safety.

In its short history, YSNC has hosted a wide range of performances and public events – the filming of American Idol's "Hollywood Week," community cultural performances, awards dinners and ceremonies, Los Angeles Mayor's "State of the City" address, educational events, high school graduations, rock concerts, and so much more.

In addition to its own performance series, The YSNC calendaring prioritizes a number of annual CSUN events and performances, such as New Student Orientation, the campus-wide holiday celebration, and performances required by CSUN academic programs in dance, theater, and music.

All other rentals are calendared on a first-come/first-serve basis and are governed by a series of procedures and policies articulated in this document. These policies and procedures provide fair and equitable access for all prospective renters, and are consistent with CSUN's Time, Place and Manner policies.

YSNC aims to be flexible and accommodating. However, the high demand for its venues requires that policies and procedures be adhered to closely. Prior to confirming a rental date, the application requires renters to understand and acknowledge these policies and procedures.

YSNC understands that renters' financial resources are precious. These policies and procedures ensure that the financial terms of all rentals are fair and consistent, transparent and accurate. YSNC will make best efforts to contain costs, while maintaining certain operational requirements and minimum standards.

Your experience is important to us. We know your audience and guests demand excellence, and we will make every reasonable effort to achieve that with you. With nearly 100 different rental events every year, we will work with you to answer your questions, address your unique needs, and ensure you feel welcome.

Rental Checklist

- ✓ Learn more about renting The Great Hall of the Younes and Soraya Nazarian Center for the Performing Arts (The Soraya) or the Plaza del Sol Performance Hall (PDSPH) by exploring our website located at: <u>http://www.thesoraya.org</u>
- ✓ Complete the Facility Rental Intake Form.
- ✓ Expect to be contacted within 48-72 hours to confirm availability.
- Upon confirmation of availability, our production team will contact you with two (2) weeks to schedule a pre-production meeting and/or walk-through to determine your event and production needs.
- ✓ Review your preliminary rental cost estimate.
 - Estimated labor rates are valid for thirty (30) days from the date of estimate creation.
 After thirty (30) days, labor rates may be subject to change for events without a signed Facility Use Rental Agreement and paid deposit.
- ✓ Sign and return the finalized agreement and submit your initial deposit.
- ✓ Complete and return ticket worksheet (if applicable).
- ✓ Provide Certificate of Insurance that meets minimum requirements and Additionally Insured Endorsement.
- ✓ Don't forget! Your final balance payment will be due 5 business days prior to your event.

Overview of Rental Suite of Documents

This document outlines the policies and procedures for the facility use of the The Soraya or PDSPH. The policies and procedures attached to this Exhibit are an integral part of the Rental Agreement and by signing the Facility Use Rental Agreement, Renter agrees to the policies and procedures outlined herein. Please read carefully.

Each renter will be assigned a YSNC Rental Lead. This person will be a member of the YSNC team and will serve as the main point of contact to the renter for the duration of their time working with YSNC.

Rental Suite of Documents

The below constitutes the entire Rental Agreement.

- 1. Facility Use Rental Agreement
- 2. Exhibit A: Rental Agreement General Terms
- 3. Exhibit B: Event Cost Estimate
- 4. Exhibit C: Policies and Procedures
- 5. Exhibit D: Ticket Worksheet
- 6. Rider A: Technical Rider(s) and Stage Plot(s): Renter must provide copies of technical riders or equivalent information, and event specifications (if applicable).

The Soraya and PDSPH reside on the campus of a State University and as a result we are unable to accommodate requests to waive our facility use fees. All individuals and organizations must pay these applicable fees, regardless of formal or informal ties to YSNC or any Academic Department or Administrative unit of the University.

Event Management Timeline

Any rental inquiries made outside of the timeframes referenced below may be subject to an additional surcharge and are subject to approval at the discretion of YSNC management.

Step 1	Due Date
Complete the Facility Rental Intake Form*	Sixty (60) days prior
Be sure to provide your desired dates(s) and two alternate dates.	to your event.
*YSNC requires minimally thirty (30) days advance notice for all rental events. CSUN Departments and Campus	
events are excluded from this requirement.	Due Date
Step 2	Due Date
Confirmation of Your Event Date*	
Upon receipt of your completed facility use rental application, our team will check availability and get back to	
you. Please allow 48-72 hours for our team to get back to you with availability. *Available calendar dates are subject to University staffing regulations, YSNC presented events, University	
Academic venue use andother Rental engagements.	
Step 3	Due Date
Arrange Pre-production Meeting*	
Once a tentative hold has been placed for your event, our team will contact you within two (2) weeks to	
arrange a pre-production meeting.	
*At this meeting the Renter should be prepared to provide all relevant details to aid in the successful planning	
of their event. If YSNC is unable to ascertain sufficient details to determine estimated costs at the conclusion	
of the pre-production meeting, these details must be provided within three (3) business days after the pre-	
production meeting in order to maintain your calendar hold.	
Step 4	Due Date
Return Executed Rental Documents and Submit Initial Deposit*	Prior to the deadline
The Rental Suite of Documents and Event Deposit must be returned prior to the deadline set forth in the Facility	set forth in the
Use Rental Agreement. The Event Deposit payment is equal to 50% of the event cost estimate that will be	Facility Use Rental
generated from information provided at the pre-production meeting.	Agreement.
* Estimated labor rates are valid for thirty (30) days from the date of estimate creation. After thirty (30) days, labor rates may be subject to change for events without a signed Facility Use Rental Agreement and paid deposit.	
*Renter will allow up to ten (10) business days following the pre-production meeting for YSNC to generate the	
Rental Documents.	
Step 5	Due Date
Complete Ticket Worksheet (if applicable)	No less than thirty
The YSNC Ticket Office is the ticketing outlet for all rental events at The Soraya and PDSPH. All ticketed events must	
use the YSNC Ticket Office for ticketing services. The tickets will be placed on sale through The Soraya's ticketing website	
(tickets.thesoraya.org) as well as at the YSNC Ticket Office window during normal business hours.	
Step 6	Due Date
Provide Certificate of Insurance and Proof of Worker's Compensation	No less than thirty
Renter shall furnish an underwriter's endorsement with a Certificate of Insurance stating that there is Liability	(30) business days
nsurance presently in effect for the Renter with a combined single limit of not less than \$2,000,000 per	prior to your event.
occurrence and \$4,000,000 aggregate, and proof of Worker's Compensation.	
Step 7	Due Date
Submit Balance Payment of Event Cost Estimate	Five (5) business
Renter will not be allowed to enter the premises if the remaining balance has not been paid in full five (5)	days prior to your
business days prior to first occupancy.	event.
*Rented events with Ticket Revenue may apply earned revenue to the final Cost Estimate. In such cases the	
payment of the Event Cost Estimate will be due on the Renter's final day on site, after all ticket revenue has been	
calculated.	

Booking Policy

Renters may begin booking facilities for dates between July 1st of the current year and August 1st of the following year, according to the booking calendar below. In some cases, YSNC may place holds on a provisional basis.

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
			1-									
Academic Performances			Mar									
				1-								
Returning Renters				Apr								
					1-							
First Time Renters					May							

All dates for rentals are considered tentative until a fully executed Facility Use Rental Agreement and deposit has been received. Until an event is confirmed, it may be preempted without recourse by an event of higher priority. Tentative dates are held for two (2) weeks, after which time, the YSNC has the right to remove the hold and book another event on the date being held, without prior notice.

Challenges

If another renter makes a request for a tentative date being held, they will be given a second hold. If they are ready to sign a Facility Use Rental Agreement and make a deposit, the original renter will be notified and given 48 hours to make a deposit and sign a Facility Use Rental Agreement.

If the client who has reserved the date does not respond to good-faith attempts to notify them of the challenge, YSNC has the right to release the date to the challenging party.

Cost Estimate Policy

Estimated labor rates are valid for thirty (30) days from the date of estimate creation. After thirty (30) days, labor rates may be subject to change for events without a signed Facility Use Rental Agreement and paid deposit.

Payment Procedures and Fees

	Item	Amount	Due By Date	Additional Info		
١.	Event Deposit	50% of Event Cost Estimate	Prior to the deadline set forth in the Facility Use Rental Application.	Without the initial deposit, the calendar hold may be released.		
н.	Remaining Balance	Remaining balance of Event Cost Estimate	Five (5) business days prior to event	Access to the venue may be denied without payment of remaining balance.		
111.	Final Event Settlement	Either Balance Due or a Credit Owed to the Renter	Thirty (30) days after the event	Costs included in the Final Event Settlement reflect actual labor hours worked, including overtime, and/or additional services utilized, balanced against ticket revenue, if applicable.		

Payment Methods

The YSNC Accounting and Rentals Associate schedules and processes payments via the following methods.

- **Credit Card payment**: The YSNC Accounting and Rentals Associate will provide the Renter with a payment link to the CASHNet eMarket webpage by way of email. This email will include an invoice number, required payment amount, and due date for the payment.
- **Check payment:** Check payments should be made payable to "CSUN The Soraya" and delivered to The Soraya, Attn: Rentals Department, 18111 Nordhoff Street, Northridge, CA 91330-8448.
- ACH payment: Payment via the Automated Clearing House (ACH) network is accepted. Instructions on how to use this method of payment can be sent under separate cover upon request.

Termination for Financial Default

YSNC reserves the right to terminate all rental events if the Renter has not met the financial responsibilities outlined in the Facility Use Rental Agreement.

Failure to Comply

Failure to comply with deadlines for payment may result in the assessment of charges to recover the costs of services scheduled and/or performed. Renter agrees to pay all collection costs, including without limitation, court costs, reasonable attorneys' fees and costs incurred in litigation or collection of any judgments, associated with any unpaid and uncontested monies due to YSNC hereunder.

Rental Rates

YSNC will make best efforts to maintain transparency regarding Facility Use and Labor Rates associated with the Rental of YSNC facilities. The YSNC Rental Rate Card consists of Facility Rental Rates, Labor Rates, and Service Fees.

Facility Rental Rate

- YSNC Facilities are rented on a "per day" basis (a day being up to 14 hours on site).
- Day periods exceeding 14 hours are subject to additional Facility Use Fees
- Rehearsal/Tech days and Performance days may be rented at separate rates.

Labor Rates

- YSNC staffing is required for all events and productions. Please note that YSNC has protocols regarding minimum staffing, work hours, and breaks that must be respected by renters.
- All YSNC labor will be billed at a 4-hour minimum.
- <u>Overtime</u>: Event Cost Estimate will indicate overtime costs where applicable. Exceptions to overtime labor policy must be approved, in writing, by YSNC Executive Director.
 - Overtime is calculated at 1.5 times the standard Day, Evening, and Overnight rates.
 - **Overtime is defined as work in excess of forty (40) hours in a work week.** A work week begins at 12:01 AM on Sunday and ends at 12:00 midnight the following Saturday. CSUN paid holidays are counted as time worked for the purposes of Overtime calculations.
 - Work week hour calculation is not limited to the hours worked on the renter's event. Work week hour calculations factor in estimated YSNC staff hours worked in all confirmed events in that work week. It is therefore possible that a renter could incur overtime labor rates on their event because those estimated labor hours would cause YSNC staff to exceed forty (40) hours in a work week given previously confirmed events within that work week. If these circumstances impact labor rates for a renter, they will be notified at the time of the estimate.
 - Overtime labor rates are automatically applied in the following situations.
 - Rentals booked within less than 30 days from the event;
 - Use of the facilities on Mondays (including load-in/out and rehearsals);
 - Use of the facilities on YSNC high-density time periods and YSNC blackout dates (including load-in/out and rehearsals).
 - YSNC high-density time periods and blackout dates are designated due to a scarcity of available rental dates and/or a scarcity of CSUN/YSNC labor resources.
 - YSNC high-density time periods and blackout dates are collectively determined by YSNC Directors of Programming, Production, and Audience Services and approved by YSNC Executive Director.
 - YSNC high-density time periods and blackout dates are published on the rentals section of the YSNC website prior to the release of available rental dates on April 1 (see **Booking Policy** for timeline release of available rental dates). As the booking calendar fills, additional dates may subsequently qualify as high-density or blackout time periods. These updates will be added to the website on a monthly basis.

• <u>Changing Rates</u>: Applicable labor rates are detailed in the Event Cost Estimate. **Estimated labor** rates are valid for thirty (30) days from the date of estimate creation to allow renters to execute the Facility Use Rental Agreement and provide a deposit. After thirty (30) days, labor rates may be subject to change depending on if the time period falls within a subsequently designated high-density or blackout time period. Once a time period has been designated as a high-density or blackout time period, any new rentals or unconfirmed rentals with an expired estimate would be required to pay for labor at overtime rates. Renters with a signed Facility Use Rental Agreement and paid deposit would not be affected by subsequently designated high-density or blackout time periods, and their labor rates would hold to the original cost estimate. Renters are encouraged to confirm their dates early in the year to avoid rate changes.

Service Fees

- <u>Ticket Office</u>: Fees for ticket builds and customer service-related services from the Ticket Office are applied on a per performance basis. All tickets are subject to a \$2 Facility Fee as well as any Handling Fees from purchases through the Ticket Office or Online. Please see "Ticketing Policies" on page 9 for further details on fees.
- <u>Facility Fee</u>: Every event is subject to a Facility Fee of \$2 per attendee. The facility fee covers wear and tear and is applicable to all rental events including those hosted by YSNC/CSUN. This charge will be included in a renter's paid ticket as part of purchase. The \$2 fee is also applied to complimentary tickets and will be assessed at time of settlement.
- <u>Facility Services</u>: These services include Parking, Custodial, and Security and Police Services.
- <u>Concessions</u>: Concessions service may be provided at an additional cost. All revenue generated from concessions is retained solely by the University's campus caterer, Chartwells Higher Education (CHE).

Additional Equipment

- While most in-house equipment does not carry an additional use charge, specialized equipment may carry additional use charges. For inquiries regarding equipment not listed, please contact your YSNC Rental Lead.
- Rental Equipment arranged by YSNC from a 3rd party rental firm will be charged to the Renter at cost, plus handling fees.
- Haze is not standard practice at The Soraya or PDSPH, however special requests may be accommodated at the discretion of YSNC Production. Additional labor and equipment expenses may apply. Please consult your YSNC Rental Lead for any special effect requests.
- All requests for additional services and/or equipment must be made at time the Rental Suite of Documents is returned. Any requests after such time are subject to availability and may be fulfilled at the discretion of the YSNC Management.

Insurance Requirements

Renter shall maintain, or cause to be maintained, for not less than the duration of the contract between Renter and YSNC/CSUN, at least the following types and amounts of insurance for claims which may arise from or in connection with services or products provided.

- <u>General Liability</u>: comprehensive or commercial form minimum limits each Occurrence **\$2,000,000**, General Aggregate **\$4,000,000**.
- <u>Business Automobile Liability</u>: minimum limits or Owned, Scheduled, Non-Owned, or Hire Automobiles with a combine single limit of not less than **\$1,000,000** per occurrence.
- <u>Worker's Compensation</u>: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. (Not required if consultant provides written verification it has no employees).
- <u>Professional Liability</u>: (Errors and Omissions) if applicable, insurance appropriates to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

The Renter agrees that no work or services shall be performed until documentation has been received and verified that the requirements have been met per the certificate of insurance and endorsements.

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Certificate Holder

CSU, Northridge Attn: Insurance & Risk Management 18111 Nordhoff Street Northridge, CA 91330-8458 risk@csun.edu

Policies must include endorsements that contain the following provisions:

1. GENERAL LIABILITY:

a. Additional Insured:

All of the entities listed MUST be included as additional insured: **The State of California**, **the Trustees of The California State University, California State University, Northridge, the California State University, Northridge YSNC, and employees, officers, directors, volunteers and agents (collectively "University")** are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the renter including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the renter's insurance.

b. Primary, Non-Contributory Insurance:

For any claims related to any project, the renter's insurance coverage shall be primary insurance as respects the State of California, the Trustees of The California State University, California State University, Northridge, the California State University, Northridge YSNC, and employees, officers, directors, volunteers, and agents (collectively "University"). Any insurance or self-insurance maintained by the YSNC/CSUN, its officers, officials, employees, or volunteers shall be excess of the RENTER'S insurance and shall not contribute with it.

c. Waiver of Subrogation:

Renter hereby grants to YSNC/CSUN a waiver of any right to subrogation which any insurer of said renter may acquire against the YSNC/CSUN by virtue of the payment of any loss under such insurance. renter agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the YSNC/CSUN has received a waiver of subrogation endorsement from the insurer.

2. WORKERS' COMPENSATION:

The Workers' Compensation policy shall be endorsed with a **waiver of subrogation** in favor of YSNC/CSUN for all work performed by the renter, its employees, agents, and subcontractors.

3. NOTICE OF CANCELLATION:

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to YSNC/CSUN.

Verification of Coverage

Renter shall furnish YSNC/CSUN with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) to YSNC/CSUN before work begins. All certificates and endorsements are to be received and approved by YSNC/CSUN at least thirty (30) days before Renter commences activities.

Liquor Liability

If Renter will be supplying alcoholic beverages, the general liability insurance shall include host liquor liability coverage. If Renter is using a caterer or other vendor to supply alcohol that vendor must have liquor liability coverage. If Renter intends to sell alcohol either the Renter or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol.

Homeowners Insurance

In some cases, the Renter's homeowner's liability insurance may provide coverage sufficient to meet these requirements. Renter should provide these requirements to his or her agent to confirm and provide verification to YSNC/CSUN.

Special Events Coverage

Special events coverage is available for an additional fee to provide the liability insurance required by this agreement. Renter can obtain additional information and cost from YSNC/CSUN.

Rental Events Involving Minors

Sexual Abuse or Molestation (SAM) Liability Insurance: If the work will include contact with minors, and the General Liability policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Renter shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than **\$1,000,000** per occurrence or claim. Proof of coverage must be provided and must remain in force for the duration of the Facility Rental Agreement.

Renter shall be responsible for performing a complete criminal background check including LiveScan for all its officers, agents, staff, employees, and volunteers assigned for events and activities who perform work or provides services directly involving minor children within the rented premises. Background checks shall be in compliance within a twelve (12) month period. YSNC/CSUN may request copies of the completed background checks at its discretion.

Chaperoning of Minors

Whenever minor children are brought into a venue's backstage areas as part of a production, an adult must accompany them at all times. These adults must be supplied by the Renter. A minor is defined as anyone under the age of 18. Renter should plan on supplying one adult chaperone for every five children. All chaperones are encouraged to make themselves available for an onsite visit prior to the event's load-in date.

Chaperones should remain with minor children at all times. Chaperones and minor children should remain in the dressing rooms when not required on stage. Any movement of minor children through the venue, such as to/from dressing rooms, restrooms, the stage, etc., requires an escort. No minor child may be left alone for an extended period of time without a chaperone.

YSNC reserves the right to refuse any minor child or chaperone access to the building if they demonstrate an unwillingness to cooperate with this policy.

Special Risks or Circumstances

YSNC/CSUN reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.

Overview

YSNC Ticket Office is the ticketing outlet for all rental events at The Soraya and PDSPH. All ticketed events must use the YSNC Ticket Office for ticketing services. Tickets will be placed on sale through The Soraya's online sales website (tickets.thesoraya.org) as well as the YSNC Ticket Office during Ticket Office hours. While YSNC Ticket Office may provide standard ticket manifests upon request, it is the sole responsibility of the Renter to set the ticket prices for their event. Please contact YSNC Ticket Office for more information.

YSNC Ticket Office Location and Hours

YSNC Ticket Office is located on the CSUN campus to the north of The Soraya's courtyard on Mike Curb College Arts Walk. Patrons may park in the G3 Parking Structure located on Zelzah Avenue and Prairie Streets or in B1/B2 Parking Lots located on Darby Street (Please see "Parking Services" for more information regarding parking on the CSUN campus). The Ticket Office will be open one (1) hour before each performance and remain open until 30 minutes after performance start time.

Sunday – Monday	CLOSED
Tuesday – Saturday	11:00 AM – 4:00 PM
Holidays	CLOSED
Performance Days	1 hour before start of performance

Ticket Build Policies

- The signed Facility Use Rental Agreement and Event Deposit must be returned prior to initiating a ticket build.
- A YSNC Ticket Worksheet must be completed before the YSNC Ticket Office will begin building the Renter's event.
- After YSNC completes the ticket build, the online sales webpage will be privately shared with the Renter for testing and review. A sample ticket will also be printed and sent to verify that the information displayed is correct. Both the webpage and sample ticket must be acknowledged to be correct by the Renter before the event can go on sale.
- After the YSNC Ticket Office receives verification, the Renter's event will be placed on sale. Please allow up to three (3) business days for it to appear online and be available at the ticket office.
- Changes that require tickets to be altered after verification will be subject to an additional \$50 set-up fee.
- YSNC will hold twenty-two (22) house seats per performance in the The Soraya and ten (10) house seats per performance in PDSPH to be used at the discretion of the YSNC staff.

Ticket Sales Policies

- **YSNC does not offer consignment ticketing.** All tickets must be purchased through the YSNC Ticket Office without exception. Renters may purchase tickets from YSNC to distribute to their patrons. **IMPORTANT: These tickets cannot be re-sold online and may not be returned.**
- All tickets must be paid for in advance; no reservations or Cash On Delivery (COD).
- Once a ticket has been purchased, no refunds will be issued.
- All returned checks and credit card charges will be charged back to the client.

- A limited number of complimentary tickets can be requested at any time from the Ticket Office Manager. Please allow up to 48 hours for tickets to be processed and available for pick-up.
- YSNC Ticket Office can arrange a limited pre-sale for Renter's patrons.
- Every event is subject to a Facility Fee of \$2 per attendee. Any ticket prices included within a ticket build will be assumed to include the Facility Fee. For example: A ticket price of \$25 will have a ticket revenue of \$23 and a facility fee of \$2. The facility fee is also applicable to comp tickets, free tickets, and performances with no tickets.
- All ticket sales incur handling fees set by the YSNC Ticket Office and are not subject to change. For in-person and phone sales, there is a \$9 per order handling fee (This fee is waived for orders made by the renter.) For online sales, there is a per ticket fee that is variable depending on the cost of the ticket. The schedule of online fees is listed below:

Cost of Ticket	Online Fees Per Ticket
Under \$15.00	\$2.00
\$15.00 to \$19.99	\$2.50
\$20.00 to \$24.99	\$2.50
\$25.00 to \$29.99	\$2.50
\$30.00 to \$34.99	\$3.75
\$35.00 to \$39.99	\$3.75
\$40.00 to \$49.99	\$5.25
\$50.00 to \$74.99	\$6.25
\$75.00 to \$84.99	\$7.75
\$85.00 to \$99.99	\$8.75
\$100.00 to \$149.99	\$9.25
\$150.00 to \$199.99	\$9.25
\$200.00 and above	\$11.00

Ticket Staffing Policies

For revenue generating performances, YSNC Ticket Office will have at least two (2) day-of-show ticket sellers provided in the ticket windows at the entrance of the appropriate theatre. The ticket window will open one (1) hour prior to each event and will close thirty (30) minutes after the start of the performance.

Privacy Policy

YSNC respects your privacy and is committed to protecting it to the extent possible, subject to applicable state and federal law, through our compliance with our privacy policies. For additional details on our privacy policy please visit: <u>https://www.thesoraya.org/privacy-policy</u>

CSU Policy Library

The CSU Policy Library provides a simple, comprehensive, and powerful way to quickly find CSU systemwide policies and is available at: <u>https://www2.calstate.edu/policies</u>

Front of House

House Management

YSNC provides and supervises house management services for all audience events in its venues. At least one representative of the Renter must be readily available to address house management needs if such instances arise during the Renter's event. YSNC reserves the right to make changes to any house policies as determined by the House Management. Any changes to standard policies must first be approved by House Management.

Operations

- <u>Lobby</u>: By default, the lobby will open for audience access to the facility one (1) hour prior to the start time of an event.
- <u>House</u>: By default, the House will open for audience seating thirty (30) minutes prior to the start time of an event.
- <u>Start time of an event</u>: It is the intention of YSNC management to begin each event at the published and requested time of the Renter. Generally, event start time is not delayed more than five (5) minutes.
- <u>Food and Drink</u>: Food and drinks are not permitted in the audience seating areas of The Soraya of PDSPH unless the beverage is in a YSNC tumbler; available for purchase at events where concessions sales are available.
- <u>Ticketing</u>: Every person attending a ticketed event, regardless of age, must have a ticket. It is the responsibility of the Renter to ensure that all special guests, performers, etc., that will be sitting in the House are included in the overall ticket count.

Staffing Requirements

YSNC's Front of House staff are required to staff all events inside the theatre and lobby. YSNC will determine the audience management needs for an event depending on the venue and the anticipated audience. YSNC ushers will be staffed to ensure the safety and security of the event and its patrons and to maintain audience services standards. Minimum staffing levels include, but are not limited to, staffing all audience ingress/egress points, all seating sections, and any other location in the facility that the audience may reasonably access. Staff will be scheduled at the sole discretion of YSNC, and labor costs will be included in the cost estimate provided.

Late Seating

While House Management will work with Renter to determine a mutually agreeable best practice for late seating for the event, at no point may the Renter or patrons of the event block ingress and egress to the venue, including but not limited to walkways and emergency exits.

Signage

The posting of signs or banners on or in any YSNC venue must be approved prior to the event by YSNC management. No signs or posters shall be affixed to walls or windows without such approval.

Front of House staff will place parking lot-to-venue wayfinding signage for rental events at PDSPH.

Photography and Videography

<u>Renter</u>: While the Renter may take photos and videos of their event, the Renter must sign a photorelease waiver (summarized below) provided by University Licensing, regardless of its use (commercial or otherwise). YSNC is not responsible for the quality of archival video captured at the event.

Renter grants permission to CSUN, YSNC, its employees and agents, to take and use visual/audio images. Visual/audio images are any type of recording, including photographs, digital images, drawings, renderings, voices, sounds, video recordings, audio clips or accompanying written descriptions. YSNC will not materially alter the original images. Renter agrees that YSNC owns the images and all rights related to them. The images may be used in any manner or media without notification to Renter, including but not limited to websites, social media, publications, promotions, advertisements, and posters.

<u>Patron</u>: YSNC venues practice a standard policy of no patron photography or recording during a performance. However, for rental events, the Renter may dictate whether such a policy is applicable to their event.

<u>YSNC</u>: YSNC reserves the right to photograph at all rental events for the following uses:

- Social media
- Future promotional purposes
- Archival purposes

Patron Safety

All patrons must maintain reasonable and appropriate behavior at all times. Patrons who engage in disorderly conduct will be required to leave the venue.

Item Check

For the safety and comfort of all patrons, the following items are not permitted inside The Soraya or PDSPH. However, patron can check these items at the complimentary Item Check for the duration of the event.

- Large personal items, including bags, backpacks, and musical instruments
- Balloons (helium-filled), flowers, large gift items, air horns, beach balls, confetti, Silly String
- Professional audio/video recording equipment, tripods/monopods, selfie sticks

ASL Interpreter

If requested by an audience member, American Sign Language (ASL) interpreter(s) must be provided. Upon receiving such a request, YSNC will arrange for the services of an ASL interpreter(s) and include the cost of this service in the Renter's facility cost invoice. Then Renter may also choose to contact an ASL interpreting service directly, in which case the cost of this service will not be reflected in the facility cost.

Children and Infants

Children 5 years old or older are welcome at most events and, regardless of age, much have a ticket. Infants on laps are not permitted unless specified. To ensure safety, children under the age of 8 will not be allowed to sit in the front row on Balcony and Loge levels, nor will they be allowed to sit in box seats on any level of The Soraya.

Animals in the Venue

It is YSNC policy to provide a safe and healthy environment for all renters, patrons and employees. In accordance with this, all animals are prohibited from all YSNC facilities with the exception of certified service animals for persons with disabilities as defined by the Americans with Disabilities Act. The handler of any service animal may be required to show the animal meets licensing requirements by the state of California, health records (including vaccinations from a licensed vet), and minimum training standards verification. The animal must also wear some type of commonly recognized identification.

Emergency Medical Treatment

YSNC venues are equipped to provide First Aid for minor injuries. An usher may be contacted for assistance. YSNC has the discretion to determine the need for any Paramedics/Emergency medical personnel. Should a medical emergency take place inside a performance space during an event, House Management may stop the performance while the medical emergency is resolved.

Smoking and Tobacco Free Venue

The Soraya and PDSPH, which are located on the CSUN campus, are non-smoking and tobacco-free facilities. Smoking and the use of tobacco are prohibited in all areas of campus, including parking lots and surrounding structures.

Sustainability

Sustainability is a key priority at CSUN and is integrated into all aspects of The Soraya from operations to infrastructure. The Soraya prioritizes best practices of environmental sustainability and is a LEED Certified Gold venue and was awarded Ticketmaster's 2019 Sustainability Commitment Award.

- <u>Single Use Plastic Bottle Policy</u>: Use of single use plastic bottles are discouraged. Convenient access to filtered water stations is provided (backstage only).
- <u>Recycling</u>: Renter will be responsible for removal of any trash and products from all areas and will place trash and products in receptacles provided by YSNC located on the loading dock. A fee may be charged at Final Settlement for excessive amounts of waste and product left for recycling, as determined by YSNC.

Custodial

At the start of the booking period, the facility will be clean and in its base condition. The facility must be cleaned and restored to its base condition by the end of the booking period. The renter is responsible for the custodial time and labor to complete any required restore activity.

Concessions, Catering, and Merchandise

Concessions

No outside concessions may be sold in any YSNC venue. **Renters may not sell or serve concessions that are homemade foods, snacks, or beverages on University property.** Chartwells Higher Education (CHE) is the only entity on University property that is permitted to sell and serve concessions and alcoholic beverages. All revenue generated from concessions is retained solely by CHE. Requests for concessions must be made upon the receipt of the Rental Suite of Documents.

Catering

In compliance with City and County Law, a licensed food services provider must provide all food and drink for audience consumption in YSNC or its ancillary facilities. **CHE** (doing business as "The Orchard Conference Center and Catering), **the University's preferred caterer**, **can provide these services under a separate contract.** For more information, visit: <u>https://www.orchardconferencecenter.com/</u>

To arrange for these services, Renter must advise the YSNC Rental Lead and contact the CHE Catering Manager. Requests for catering must be made upon the receipt of the Rental Suite of Documents. Any requests after such time are subject to availability and may be fulfilled at the discretion of the YSNC Management.

The Renter may request a third-party caterer. All third-party catering is subject to YSNC approval and must provide a copy of a current health permit and proof of insurance that meets the University's minimum requirements. Renter may also request a list from the YSNC Rental Lead of third-party caterers who have done business at YSNC venues in past.

Merchandise

Renters must submit a request to the YSNC Rental Lead for selling merchandise at the time the Rental Suite of Documents is returned.

Location and set-up must be reviewed and approved by YSNC in advance of the engagement. Sales must be confined to areas designated in the approval document and shall be monitored by the designated seller. **YSNC will receive a \$50 seller fee plus 20% of all merchandise gross sales. In addition, YSNC will retain applicable taxes and credit card processing fees for all merchandise sales.** All sales must be in accordance with laws regarding California sales tax. Renter assumes full liability for claims resulting from the sale of such merchandise.

Donations

In compliance with State and Federal Law, the collection of cash donations is not permitted unless the receiving entity has valid and current 501(c)(3) documentation for proof of non-profit status. YSNC and its ancillary facilities allows any other source of donations including but not limited to canned goods, clothing, etc.

Production Services

YSNC Production Services shall have sole and exclusive control over the facility and all production equipment used in connection with the rental engagement.

Standard Setup / Base Condition

At the start of the booking period, the stage or rehearsal space will be in its base condition and broom clean. For theater spaces, this will include a clear stage and wing space, standard stage drape house hang on stage rigging, orchestra shell stored, and house lighting plot in place. Production Services will advise Renter if the base condition for the booking period will be a different state. If any advance preparations/alterations are desired by the Renter (i.e., moving soft goods, lighting pre-hang, etc.) the request must be conveyed in detail not less than two weeks prior to the load-in date. The renter is responsible for all related labor/material expenses, and all requests are subject to time and labor availability. The facility must be restored to the base condition it started at by the end of the booking period, unless otherwise confirmed by YSNC Production Services. The renter is responsible for the time and labor to complete any required restore activity.

Technical Information and Drawings

YSNC Production Services maintains detailed documentation for the facility and house equipment. The Technical Specifications packet is available on the rentals page of YSNC website.

Construction Activity / Building Onstage

On-site construction is generally limited to installation, touch up, modification, or maintenance activity. Larger construction activities, which create dust, chips, smoke, or spray (among others) are only allowable at the discretion of YSNC Production Services and will be limited to specific areas of the facility.

Production Staffing

YSNC Production Services manages a pool of in-house technicians that are used to staff events. YSNC Production staff must operate and/or supervise the operation of all production equipment. YSNC Production Services will determine the appropriate staffing requirements in consultation with the Renter. Please refer to the YSNC Rate card for additional staffing details and hourly rates. Note, all YSNC Production staff is scheduled according to a 4-hour minimum shift and will be billed accordingly.

Work Periods, Breaks, and Meal Periods

- A single work period may be up to five (5) hours long before a meal break must be provided.
- The last work period of the day may be up to six (6) hours long.
- One 15-minute paid break is required within every four (4) hours of work.
- One non-paid meal break of not less than 30 minutes, and not to exceed 60 minutes, is required between all work periods.
 - If any crew member is not able to take a meal break which meets the required time, if the crew member cannot be fully relieved of their duties, and/or if the crew member is not able to leave the premises at their discretion, then the employee will remain on the clock and an additional "Meal Penalty" charge will be incurred by the renter.

Meal Penalty charge is calculated as two (2) hours of pay at that employee's day rate.

• The YSNC Technical Supervisor in charge will work with the renter to determine the optimal crew break schedule(s) at the beginning of each shift.

Stage Activity and Dark Periods

Production Services may require the stage area be dark with no work activity permitted during breaks and meal periods.

Sound Levels

Sound levels inside performance spaces will not be permitted to exceed an average Sound Pressure Level of 92db (LAeq, 10 Minutes) measured from the center of the House at the mix position.

Outdoor Amplification

Events outside that will involve any form of amplified sound will be subject to CSUN Time Place and Manner Policies. Renter will work through their YSNC Rental Lead and YSNC Production Services to identify timeframes, volume level, and approval for any amplified sound outside. Without proper approval, amplified sound outside will not be permitted or guaranteed.

Flame Proofing and Soft Goods

All soft goods and stage fabrics shall be inherently flame resistant (IFR) or treated appropriately to render the material flame resistant. The Renter will be responsible for demonstrating this on request.

Atmospheric / Haze Effects

The use of haze or atmospheric effects must be coordinated with the YSNC production team at least two weeks in advance of the load-in date. The use of atmospheric effects requires additional staffing by CSUN Physical Plant Management (PPM) and may require submission of a permit request to CalFire. All requests are subject to time and labor availability and the additional staffing costs will be the responsibility of the Renter. Only water-based atmospheric effects will be permitted.

Open Flame and Pyrotechnic Effects

No fire and/or radiation effects are typically permitted in YSNC facilities, which are under the jurisdiction of the California State Fire Marshal. Any special requests will require submittal of documentation and permit forms for review by CalFire along with CSUN Insurance and Risk Management and YSNC Management. This review will take an extended period of time and turnaround times are not guaranteed.

Fire Curtain

The path of the fire curtain must remain clear in all the theater venues. The operation of the fire curtain cannot be impeded in anyway.

Prop Weapons

Use or possession of prop weapons on campus and in YSNC facilities requires special attention and review by CSUN Police Services. The use or possession of such weapons will not be permitted without the proper approvals and use procedures in place. Prop weapons may include but are not limited to guns, swords, knives, etc.

Facility Keys

Facility keys and/or lock codes are the property of YSNC and will not be distributed to the Renter under any circumstance.

Defacement of Facility

Renter shall not nail, tack, tape, screw, or use similar material to be driven or placed in any part of the premises without approval of the YSNC Technical Director. There shall be no painting on stage without prior approval of YSNC Technical Director. Repair of all damage is the responsibility of the Renter.

Damage to Venue Equipment

Any damages to YSNC facilities, property, equipment, or other items are the responsibility of the Renter. Replacement or repair costs will be assessed by YSNC and are the responsibility of the Renter and will be charged during Final Settlement.

Decorations/Props

Decorations and Props are not provided by YSNC. Any existing props, decorations and equipment are the exclusive property of YSNC and are not available for use. Exceptions may apply as determined by the YSNC Technical Director.

Personnel Conduct

All backstage personnel must maintain professional standards and practices during occupancy of this facility. Professional standards include, but are not limited to, industry safety standards, courtesy to other personnel, respect for property, and adherence to all state and local laws and regulations. Any individual not maintaining professional standards will be required to leave the facility and may be subject to legal action.

Parking Services

Overview

California State University, Northridge parking policies apply to all campus lots and garages. All visitors, Renters, employees, volunteers, guests, and patrons must abide by parking regulations. **All persons using CSUN parking facilities must park in a marked space within the designated parking area and must display a valid permit appropriate for the space the vehicle is occupying.** Parking Permits may be purchased once you arrive on campus from a parking permit dispenser or from one of the Information Booths. Both the parking permit dispensers and Information Booths accept cash and credit cards to purchase your parking permit. The cost for campus parking is \$10.45 (daily to 11:59pm) per standard **sized vehicle.** The cost for oversized vehicles will be determined upon request and on a case-by-case basis. Vehicles not displaying permits are subject to citation. **YSNC assumes no liability for any citations issued.**

Accessible parking is available on a first-come, first-served basis in parking lots D1, B1, and F2 (for The Soraya), and lots G3 and F5 (for PDSPH). Vehicles with a valid handicap placard must also display an event parking permit.

The Soraya

CSUN Parking Services will provide wayfinding staff and signage, booth attendants, and other necessary parking support as part of the Parking Services fee to the Renter. The Parking Services fee does not include the cost of audience parking permits.

The YSNC Loading Dock provides two (2) lanes that may only fit two (2) trucks, or up to 4-6 cars depending on size. There is no additional fee to park in the YSNC Loading Dock.

For Security purposes, the YSNC Loading Dock may be secured as necessary.

Plaza del Sol Performance Hall

CSUN Parking Services will provide booth attendants and other necessary parking support as part of the Parking Services fee to the Renter. The Parking Services fee does not include the cost of audience parking permits.

The PDSPH Loading Dock is located in the F4 Parking Lot behind the venue. **Renters may pre-purchase up to five (5) parking permits for at \$10.45 per permit per day for PDSPH Loading Dock parking**. These parking permits are for car parking only and are hand delivered to the Renter on the first day of their event during their access time.

Renters requesting parking permits for the PDSPH Loading Dock must supply the YSNC Rental Lead a list of names (first and last) for those individuals needing permits. The parking permit will give the Renter access to the F4 Parking Lot only for the day and time period indicated on the permit. Renters will need separate permits for different days.

Special parking arrangements

Additional costs will be added to the Event Cost Estimate if the Renter has a request for special parking arrangements that include but are not limited to parking permit buy-outs, valet, shuttle services, etc.

Security

Overview

Any requests for security staff at rental events must be approved by CSUN Department of Police Services (DPS), who will, at their sole discretion, determine the appropriate level of security for the event. Thirdparty security may be provided with no less than four (4) weeks advanced notice subject to the approval of DPS. YSNC will liaise between the Renter and DPS to determine mutually agreeable security measures. Levels of security and police presence are at the discretion of DPS. Costs for these services are set by the State of California.

Security

Level 1: Standard

DPS provides 24-hour patrol operations and 9-1-1 assistance on the CSUN campus. This service is provided at no cost to the renter.

Level 2: Additional Security at DPS' Discretion

In effort to maintain a maximum level of security, DPS may deem it necessary to provide additional security for a Renter's event. The Renter will be informed if additional security is used. These charges will not be the Renter's responsibility.

Level 3: Special Renter Requests

DPS is comprised of State Police Officers. They are not event security personnel. DPS cannot make staff available to provide services such as bag checks, metal detection, wanding, etc. Should the Renter make a request for specific services, YSNC will consult with DPS to determine a mutually agreeable solution. These requests must be made no less than four (4) weeks prior to the Renter's first day on site and will come at the sole responsibility of the Renter.

Artist Entrance

For Artist Entrance security, YSNC will assign a staff member to the Artist Entrance for events at The Soraya and may assign a staff member to the Artist Entrance for events at PDSPH if requested or required given the nature of the event. **Please note that an Artist Entrance attendant is required when children under the age of 18 years are in backstage areas as part of a production.**

Marketing and Promotions

Renter Responsibility

Renters of YSNC facilities are responsible for promotion of their own events. However, Renters must submit marketing materials to YSNC to ensure that YSNC is represented properly.

- <u>Logo use</u>: All Renter-created marketing materials for events in YSNC facilities must include the YSNC & CSUN logo. Upon request, YSNC will supply the Renter with the appropriate logo for use.
- <u>Physical posting of signs and/or banners</u>: Large posters or banners are not permitted. Please confirm with the YSNC Rental Lead before placing any promotional materials.
 - Any promotional posting around the CSUN campus will require prior approval by those at the University and Matador Involvement Center: <u>http://www.csun.edu/sites/default/files/750-02.pdf</u>

YSNC must review and approve all marketing related materials(s) including, but not limited to, the images, name and/or logo of YSNC, CSUN, or any of its facilities, proposed to be used by renter for advertising purposes (including but not limited to, news releases).

Printed Materials

Renter shall refer to our organization in any advertising, publicity or promotional copy and materials as: "Younes and Soraya Nazarian Center for the Performing Arts" or "The Soraya" or "The Plaza del Sol Performance Hall".

Plan Your Event

For Rental Events in The Soraya, a Plan Your Event (PYE) email will be sent to Renters and ticket purchasers. This will include important event, arrival, parking, ticket will call, and late seating information. If the Renter conducts a ticket buy-out, the PYE email will be sent to Renter for their own distribution.

Definitions of Terms

- 1. **Rental Intake Form**: This will include Renter's basic information including organization name, type of organization, address, and contact information.
- 2. Facility: The venue and all of the equipment within it that the Renter has applied to use.
- 3. **Pre-production Meeting**: A meeting or conference call scheduled with YSNC staff for purposes of acquiring event information that informs the best estimate of Event Costs.
- 4. YSNC Rental Suite of Documents:
 - a. Facility Use Rental Agreement: Contract face of the Rental Agreement.
 - b. **Exhibit-B Event Cost Estimate**: Estimated costs for the Renter's event inclusive of flat facility-use rates and variable labor costs per event details and logistics discussed in pre-production meeting. Actual costs will be settled upon reconciliation of the Renter's event.
 - c. **YSNC Ticket Worksheet**: This worksheet advises the YSNC Ticketing Manager and Ticket Office Supervisor of the details for the Renter's event. It is a requirement that all hard ticket events in YSNC facilities must be built and managed through the YSNC Ticket Office and sold online through tickets.thesoraya.org.

- 5. Add-on costs: Any cost to the Renter's event that is added after an Exhibit-B Event Cost Estimate has been issued. These costs include, but are not limited to Marketing Packages, added special equipment, and parking permits.
- 6. **Remaining Balance Payment**: This process applies to all Rental events. The Remaining Balance Payment is the remaining costs as determined by the Event Cost Estimate, minus the renter's Event Deposit.
- 7. **Final Settlement**: The final reconciliation of the Renter's event with accounting of all actual costs against Ticket Revenue.
- 8. **First/Last Day on Site**: A Renter's First/Last Day on Site refers to the first day the Renter begins to utilize the facility and the day in which the Renter has completely vacated the premises.
- 9. **Performance**: A gathering of the performance personnel at the venue, where more than 25 persons not officially associated with the company are in attendance. This includes but not limited to, general spectators, parents/relatives of performers, friends of the company, etc.
- 10. Load-In/Tech/Rehearsals: A gathering of the performance personnel at the venue, where less than 25 persons not officially associated with the company are in attendance. Persons officially associated with the company include, renter staff, volunteers, performers, etc.
- 11. **Overtime**: Defined as work in excess of forty (40) hours in a work week. A work week begins at 12:01 AM on Sunday and ends at 12:00 midnight the following Saturday. CSUN paid holidays are counted as time worked for the purposes of Overtime calculations.
- 12. **"Dark" Days**: An effective "off-day" for all of YSNC staff. Rentals occurring on "dark" days may be subject to additional fees and higher labor rates.
- 13. **CASHNet eMarket**: The program that the campus of California State University, Northridge uses to process credit card payments.
- 14. **Revenue Generating Event**: An event that generates income by means of ticket sales. This does not include the sale of concessions, merchandise, or donations.
- 15. Non-Revenue Generating Event: An event that does not generate income by means of ticket sales. This does not include the sale of concessions, merchandise, or donations. Non-Revenue Generating Events are still required to print tickets and are subject to the standard \$2 per ticket Facility Fee.
- 16. Ticket Manifest: A document that determines the price of a ticket based on its correlating seat location.
- 17. **Consignment Ticketing**: The process of a Renter selling a portion of their tickets by themselves, or through a different 3rd party platform.
- 18. **Complimentary (Comp) Tickets**: A ticket that is given to a person for free. These tickets are still subject to the standard \$2 per ticket Facility Fee.
- 19. Lobby: The area of the venue in between the outside of the building and the seating areas.
- 20. House: The seating areas of the venue.
- 21. Late Seating: The process of bringing a patron into the house after the performance has begun
- 22. **Merchandise**: Any materials that are sold or given away in the venue. Does not include any type of food or beverage.
- 23. **Custodial Personnel**: A person employed by California State University, Northridge who is assigned to work at YSNC facilities.
- 24. **Parking Services Personnel**: A person employed by California State University, Northridge who is assigned to work in the parking areas on the campus.
- 25. **Security Personnel**: A person not employed by California State University, Northridge who has been hired or assigned with the intent to maintain a set security level for any event, location, or area.
- 26. **Shift Differential**: A policy where certain employees are paid a different rate, depending on the hour of the day a shift takes place.
- 27. **The University Corporation (TUC)**: The University Corporation (TUC) is a non-profit auxiliary corporation that provides commercial and administrative services to CSUN. The University Corporation (TUC) and YSNC are separate business entities.
- 28. Chartwells Higher Education (CHE): CHE is the exclusive CSUN campus caterer, concessionaire, operator of the Orchard Conference Center, and holder of the campus Alcohol Beverage Control (ABC) license.