

**EXHIBIT "A"**  
**TERMS AND CONDITIONS OF LEASE**

1. Licensee acknowledges the receipt of the City's Policies and Procedures, which are incorporated herein as part of this Agreement.

2. Licensee shall not cause or permit any changes or alterations whatsoever to be made to the facility or cause or permit the display of any signs in, on or about said Facility without City's prior written consent. Licensee hereby covenants and agrees to repair at its expense any damages to the Facility, the interior or exterior of the building wherein said Facility is situated or the furnishings, fixtures or other property of City located in, on or about the Facility, which damages are caused by any act of Licensee, its employees, agents or invitees.

4. Licensee is responsible for clearing all trash, food, beverages, etc. into trash receptacles. The floors must be clear of trash, excessive food particles, etc. All spills or stains left by the Licensee should require no more than a regular cleaning of the carpet. The use of glitter, birdseed, confetti, etc. will result in automatic forfeiture of the cleaning deposit.

5. Licensee shall not permit the Facility to be used for any purpose which would render the insurance thereon void or the insurance risk more hazardous.

6. The Facility shall be under the exclusive charge and control of City at all times, and City and its agents and representatives shall have an unrestricted right of entry therein. City shall endeavor, however, to abide by Licensee's directions respecting the using of entrances and exits of the facility during the period covered by this Agreement.

7. Licensee shall comply with all governmental laws, ordinances and regulations and any regulations established by City applicable to the use of the Facility, and shall promptly comply with all orders and directives issued by a governmental body or City for the correction, prevention and abatement of nuisances in or upon, or connected with the Facility, all at Licensee's sole expense.

8. If, on account of any breach or default by Licensee in Licensee's obligations hereunder, it shall become necessary for City to employ an attorney to enforce or defend any of City's rights or remedies, Licensee agrees to pay any reasonable attorney's fees incurred by City in such connection.

9. The sidewalks, entrances, passages, courts, elevators, vestibules, stairways, corridors and halls of the Facility shall not be obstructed or encumbered by Licensee or used for any purpose other than ingress and egress to and from the Facility.

10. City shall furnish the Facility with cleaning services, heating and air conditioning, lighting, electricity, and, if appropriate, seating, scenic and stage equipment, public address system and other furnishings. City's obligation to furnish such services and facilities shall be limited to that which is usual and customary, and City may impose additional charges for any special arrangements for Licensee respecting such services and facilities.

11. Licensee hereby represents and warrants that its use of the Facility, including any performance contemplated hereunder, and all activities incident thereto will not infringe upon any proprietary rights or copyrights of others and will not be libelous and slanderous content or violate any other right of any person or party whatsoever. Licensee hereby agrees to indemnify City and hold it harmless from any claim, loss or expense, including reasonable attorney's fees that may arise in this connection.

12. Licensee shall not assign this Agreement or sublet the Facility or any part thereof without City's prior written consent.

13. If Licensee shall fail to promptly remove all of its property remaining in, on or about the Facility upon the expiration of the period for which said Facility is rented, City may, without liability to Licensee, take possession thereof and dispose of or store same wherever it sees fit in its name, or at its option, in the name of Licensee, all at Licensee's sole expense.

14. In the event that the Facility or the building wherein same is situated shall be damaged or destroyed by fire or other casualty thereby rendering performance hereunder impossible, or in the sole judgment of City, impracticable, this Agreement shall terminate and any unearned rentals shall be refunded to Licensee provided that Licensee is at that time in compliance with the terms, conditions and covenants imposed upon it hereunder; otherwise, such unearned rentals may be applied by City toward the curing of any default of Licensee hereunder or retained as liquidated damages, as City may elect in its sole discretion.

15. Smoking in any form, including electronic cigarettes, lighting of matches or other flames is prohibited in the auditoriums, and such is limited to the areas where permitted by law.

16. Licensee agrees that no additional seating for audience shall be placed in the auditoriums or upon the stages unless specific permission is first secured in writing from the Venue Supervisor. It is further agreed that Licensee will not sell more tickets than the seating capacity of the Facility permits.

17. Any person desiring to cancel the Agreement will forfeit their deposit as liquidated damages in the amount listed below:

- On or before 180 days prior to event- Deposit fully refundable
- Between 179 and 60 days prior to event- 50% of the deposit refundable
- Less than 60 days prior to event- Full deposit is forfeited

## **EXHIBIT "B"**

### **Policies and Procedures**

#### **BASE VENUE RENTAL**

##### **Courtyard Theater**

The Courtyard Theater is rented in six (6), nine (9), or twelve (12) hour blocks. When renting the Courtyard Theater the base rental includes:

- Sound system, stock lighting plot and any equipment listed in the Courtyard Theater inventory that does not require an additional fee as outlined on the published rate sheet. Subject to availability. Plano Stages does not supply batteries for microphones or any other equipment. For more details, please review the “Technical Specifications” which is available on the Plano Stages website or available upon request.
- The audience chamber, with 321 seats.
- Manager on Duty (MoD) will be on site during all contracted scheduled times. The Manager on Duty does not operate consoles, or act as stage crew. The Manager on Duty is responsible for both the Courtyard Theater and the Cox Building Playhouse.
- Full access to the facility during the contracted times on the facility use agreement. This time will include your load-in, rehearsal, preshow preparations, event times, post-show activities, load-out, and any other activities that your event will need in the venue. Please schedule accordingly. Event time is defined as the times that your event will have an audience.

##### **Cox Building Playhouse**

The Cox Building Playhouse is rented in six (6), nine (9) or twelve (12) hour blocks. When renting the Cox Building Playhouse the base rental includes:

- Sound system, stock lighting plot and any equipment listed in the Cox Playhouse inventory that does not require an additional fee as outlined on the published rate sheet. Subject to availability. Plano Stages does not supply batteries for microphones or any other equipment. For more details, please review the “Technical Specifications” which is available on the Plano Stages website or available upon request.
- Staging/Seating in its default “End-Stage” Configuration, with 92 seats. Custom configurations are available for an additional fee.
- Manager on Duty (MoD) will be on site during all contracted scheduled times. The Manager on Duty does not operate consoles, or act as stage crew. The Manager on Duty is responsible for both the Courtyard Theater and the Cox Building Playhouse.
- Full access to the Cox Playhouse, lobbies, dressing room areas, and public restrooms during the contracted times on the facility use agreement. This time will include your load-in, rehearsal, preshow preparations, event times, post-show activities, load-out, and any other activities that your event will need in the venue. Please schedule accordingly. Event time is defined as the times that your event will have an audience.

## **BOOKING**

All rentals must be scheduled through the Venue Supervisor. No oral agreements for use of the facility shall be considered valid. No reservation will be regarded as binding unless a facility use agreement has been completed, and signed with the required deposit. Any client with an outstanding balance may not book additional dates until the balance is paid.

Reservations will be accepted by the Venue Supervisor, and will be held for two weeks. During such time the contract must be fully executed. At the time of execution of the contract, a deposit will be required, with the balance to be paid. Any booking that is booked less than thirty (30) days before the contract start date is subject to availability of staff and equipment.

The deposit will be 50% of the total rental fee. If a contract for the event has not been executed and deposit paid within two weeks of the making of a reservation, said reservation will be removed, without written notification, from the calendar and the dates released.

All activities in the building must be kept within the times listed on the facility use agreement. This time will include your load-in, rehearsal, preshow preparations, event times, post-show activities, load-out, and any other activities that your event will need in the venue. Please schedule accordingly. If a client has not vacated the building by the designated out time in the Facility use agreement, that client will be assessed a fine as defined in the rate sheet.

Plano Stages management can and will deny a booking if the organization:

- Has a rental history of not adhering to Plano Stages policies and/or the law;
- Previously held an unsafe event;
- Owes money to the City of Plano, including Plano Stages;
- Has displayed excessive disrespect to the staff, venue, or patrons;
- Event appears to be too large or inappropriate for the space;

### **Classification of Clients:**

#### Platinum Arts Groups

This category is defined as a single, not-for-profit 501(c)(3) arts organization that meets the following criteria in either the Courtyard Theater, or Cox Playhouse during a single City of Plano fiscal year (Oct 1-Sept 30<sup>th</sup>):

- Utilizes a minimum of one hundred and twenty (120) rental hours, Rental hours do not carry over between venues.
- Of those rentals, 12 of which must be public performances. Performances are defined as an act of staging or presenting a play, concert, or other form of entertainment for a ticketed public audience.
- Client must provide the following information before January 1<sup>st</sup> for events scheduled for the upcoming fiscal year (ex. Jan 1<sup>st</sup> 2016 deadline for events Oct 1<sup>st</sup> 16-Sept 30<sup>th</sup>-17):
  - Each event or performance title
  - Show times/dates for every public performance
  - Ticket price

- Genre

Should a client fail to meet the aforementioned requirements, the organization shall cease to be classified as a “Platinum Arts Groups” and shall be classified as a Not-for-Profit Client and lose historic status for the remainder of the dates currently scheduled. Platinum Arts Groups will pay the lowest available rental rate and have the right to participate in the annual scheduling session to select dates before the calendar is available to other not-for-profit or commercial clients.

#### Not-for-Profit Client

This category of client is a single, 501(c)(3) non-profit organization that does not meet the minimum booking qualifications of Platinum Arts Group. Not-for-Profit Clients will pay the Not-for-Profit rental rate.

#### Commercial/Private Client

This category of client includes all other entities, all private individuals, and all religious entities utilizing a Plano Stages venue. Commercial/Private Clients will pay the commercial rental rate.

### **Booking Priority**

#### Management Held Dates

The Venue Supervisor reserves the right to block out any date, or dates, it deems necessary for any reason including, but not limited to, maintenance, training, or venue sponsored events. Such blocking of dates may occur at any time during the fiscal year.

#### Scheduling Session

There will be an annual scheduling session in which all Platinum Arts Groups and the Plano Independent School District (PISD) shall participate. At this session, to be held in the fall of each year, participants will schedule their dates for the fiscal year that begins *following* the next fiscal year (e.g. the September ’15 Session will be scheduling dates for the ‘16-’17 fiscal year). After the scheduling session, bookings will be open to all other clients. Platinum Arts Groups may book additional individual dates at this time.

Prior to the scheduling session, PISD will have the opportunity to book up to ten (10) dates in the Courtyard Theater before any other dates are booked. The Platinum Arts Groups will then have the opportunity to book dates. The Venue Supervisor will be the final arbiter of any conflicts in dates requested.

#### Open Reservation

Open Reservation consists of two (2) types – Tentative Reservation and Confirmed Reservation.

- A Tentative Reservation shall be held for fourteen (14) days from the time a facility use agreement is drafted. If the booking is not changed within the fourteen (14) day time period to “Confirmed,” the dates will be released without notification. This category is subject to the Challenge process.
- A Confirmed Reservation is one in which Plano Stages has received a fully executed contract and 50% of the total rental within two (2) weeks of the original reservation.

### Challenge Process

When a prospective Client (*Client B*) wants to reserve a date(s) that is tentatively booked, *Client B* may request a second hold be placed on that date thus reserving that date if *Client A* does not fulfill the requirements of the tentative category. Also *Client B* may issue a challenge to *Client A* holding the date(s) in question. When a challenge is issued, the Venue Supervisor will contact *Client A* and announce that *Client B* is seeking the same date(s), and that *Client A* must enter into a contract within three (3) business days from the announcement, or the date (s) will be given to *Client B*. If *Client A* does not meet the challenge requirement, *Client B* will be required to enter into a contract within three (3) business days after notification. If a contract is not completed within three business days, the date (s) reverts back to *Client A*.

### Multiple Bookings

The management of Plano Stages reserves the right to schedule multiple bookings, when the second booking does not interfere with the primary client's booking. The primary client's scenery can be left in place providing a minimum amount of space is left on stage for multiple presenters. All props and small scenic elements will be stored in assigned locations. Due to the flexible nature of the theater, the stage configuration of the primary lessee will not be reconfigured, but additions may be made. The management of Plano Stages will coordinate the temporary strike, restoration, assign storage locations, and ensure that the primary client has a minimum two (2) -hour window prior to doors.

### Booking Cancellation

Any client desiring to cancel the contract will notify the management of Plano Stages in writing and forfeit their deposit as listed in the "Terms and Conditions".

Plano Stages management reserves the right to cancel an event or activities, and close the building due to weather including but not limited to ice, severe storms, and extreme cold.

- If the event has held more than half of its contracted time, it is considered to be a complete event and no make-up date will be scheduled;
- If the event has held less than half of its contracted time and the event is cancelled by the highest ranking Plano Stages staff person onsite, then every effort will be made to organize a make-up date. The rental costs will be transferred to the make-up date, but any additional costs will be passed on to the client. All other vendor costs and organizing of the event will be handled by the client;
- If the client chooses to cancel the event due to weather independently then the full cost of the event is considered the responsibility of the client;

## **STAFFING**

- A Manager on Duty (MoD) must be present at all times of occupancy. The MoD will not be part of any running crew. The cost of any additional staffing will be billed to the client.
- Plano Stages venues are non-union stage houses. The renting organization may contract with the IATSE Local 127. Any contract for IA labor is separate from any contract with Plano Stages. The client shall be responsible for the conduct and activity of IA Stage Employees. The MoD is the final authority over all technical concerns.
- All additional labor must be requested. Adjustments to staff schedules may be changed up to ten (10) days prior to the start of the event.
- Contract time is the times included in the contract. This time will include your load-in, rehearsal, preshow preparations, event times, post-show activities, load-out, and any other activities that your event will need in the venue. Please schedule accordingly. Event time is only the times that your event will have an audience.
- Additional staffing will be on site a minimum of ninety (90) minutes before the start of the event time.
- All labor has a four (4) hour minimum for each individual.
- Meals and breaks must be scheduled into work calls. One fifteen (15) minute break must be given every two (2) hours. Meal breaks are thirty (30) minutes, and one (1) must be given every six (6) hours in a call six (6) hours or longer.
- Ushers are the responsibility of the renting organization. Plano Stages has the ability to request volunteers through the Volunteers in Plano program. If you would like to utilize this service, contact Plano Stages with how many volunteers are needed; what their responsibilities will be; and the start and finish times that you are requesting. Plano Stages cannot guarantee volunteers. Your request for volunteers needs to be made to Plano Stages two (2) weeks prior to your event. Volunteers are to be used solely for ushering or other preapproved purposes. Volunteers will not be used in any cash- or food-handling positions under any circumstances. Failure to follow this policy will lead to the loss of future utilization of Plano Stages-provided volunteers.
- The management of Plano Stages reserves the right to hire security for any event. All charges for security will be billed to the lessee. For any event that has the presence of alcohol, a security officer will be added to the contract for the duration that alcohol is present.
- The management of Plano Stages will be the sole arbiter for the amount of labor necessary for the rental of any Plano Stages venues.

## **LIGHTING**

- Plano Stages staff must approve any modifications to the light plot, and a fee may be applied to the modification.
- Plano Stages staff will perform any and all physical modifications to the light plot.
- All staging, electric and sound plots must be approved by the management of Plano Stages before load-in. Any set-up deemed unsafe by the management of Plano Stages will be modified to the satisfaction of all parties. The client shall pay the cost of any such modification.
- Six (6) user-defined specials will be provided in the base rental. Additional specials will be charged to the client in accordance with the Published Rate Sheet.

## **SOUND**

- Plano Stages staff must approve any modifications to the sound system, and a fee may be applied to the modification.
- Plano Stages staff will perform all physical modifications to the sound system.
- Plano Stages does not supply batteries for microphones or any other equipment.

## **STAGING & RIGGING**

### Staging -- Cox Building Playhouse:

The Cox Building Playhouse has three seating configurations: end-stage, thrust, and arena. Plano Stages staff must approve any modification to the configurations.

- Clients of the Cox Building Playhouse will use the stage configuration as-is with no additional charges (typically end-stage). If a custom configuration is required, the client will incur the costs of labor for installation and restoration.

### Rigging -- Courtyard Theater & Cox Building Playhouse

Management of Plano Stages must approve prior to load-in any rigging from the high or low steel and the pipe grid.

## **EQUIPMENT NOT IN BASE RENTAL**

### Plano Stages Owned Equipment

- Plano Stages has an inventory of equipment not included in the base rental package. Please see Exhibit C- the Published Rate sheet for inventory and charges.
- To reserve equipment, said equipment must be listed on the contract and be approved by the management of Plano Stages.
- If equipment has not been reserved and is available during the rental period, the client may use equipment at the published rate.
- Any equipment on the theater inventory may become unavailable, at which time the management of Plano Stages will inform the lessee and a solution will be arrived at to the satisfaction of both parties.
- When the Steinway is rented in the Courtyard Theater, the following conditions must be met:
  - Will not be removed from the Courtyard Theater
  - Objects will not be set on top of the piano under any circumstances
  - For use in the Courtyard lobby, it must be approved by the management of Plano Stages,
    - Plano Stages will provide a Bonded Piano Mover, and
    - A fee the equivalent of two tunings will be assessed to the client.

### Other Equipment

- Any equipment required for the event other than what is listed in the theater inventory shall be the responsibility of the client.
- Plano Stages staff must approve any equipment provided by client.

## **LOBBIES AND FRONT OF HOUSE**

- Only Plano Stages staff may remove, move, or alter lobby artwork.
- Plano Stages staff must approve the posting of any material in the public spaces of the venue.
- Plano Stages staff must approve and supervise any alterations in the lobby furniture layout.
- Materials will only be hung by use of the Art Hanging system or Sticky Tac. No nails, screws, hot glue, epoxies, contact adhesive, glue of any kind, StichWitch, Velcro, or tape of any kind may be used on the public walls of Plano Stages venues.
- No materials may be posted on glass windows or doors.
- Ushers are the responsibility of the renting organization. Plano Stages has the ability to request volunteers through the Volunteers in Plano program. If you would like to utilize this service, contact Plano Stages with how many volunteers are needed; what their responsibilities will be; and the start and finish times that you are requesting. Plano Stages cannot guarantee volunteers. Your request for volunteers needs to be made to Plano Stages two (2) weeks prior to your event. Volunteers are to be used solely for ushering and other preapproved purposes. Volunteers will not be used in any cash- or food-handling positions under any circumstances. Failure to follow this policy will lead to the loss of future utilization of Plano Stages-provided volunteers.
- The management of Plano Stages reserves the right to hire security for any event. All charges for security will be billed to the lessee. For any event that has the presence of alcohol, a security officer will be added to the contract for the duration that alcohol is present.
- Plano Stages will not be responsible for items left in any part of any venue.
- Ticketing is the responsibility of the client; Plano Stages Management must approve all ticket manifests.
- Client shall not sell and or admit numbers larger than the occupancy capacity.
- Plano Stages management must approve any changes in the seating chart.
- All events must open audience seating a minimum of thirty (30) minutes prior to the beginning of event (curtain time).

## **CONCESSIONS & ALCOHOL**

All applicable permits and licenses are the sole responsibility of the client or representatives. Catering will be allowed when permits are obtained and copies of licenses and permits are provided prior to the event. Plano Stages management reserves the right to suspend or deny service at any time.

Please note that all Food Vendors must have a City of Plano Health Permit for your event. If you have questions regarding compliance, please contact the Health Department at 972-941-7143. All vendors will need to clean up their own station. Trash Dumpsters are onsite for use. Any spills will need to be cleaned and all equipment and food must be removed at the conclusion of the event.

Whenever alcohol is present at a Plano Stages venue, a security officer will be added to your contract for the time that alcohol is available.

Management must approve any use of alcoholic beverages in a Plano Stages venue. Use of alcohol must be in strict compliance with the Alcoholic Beverage Code of the State of Texas and the Zoning Ordinances of the City of Plano. Plano Stages requires a City of Plano police officer and/or hired security at events where alcohol is present, sold or free. Plano Stages management and Plano Police Department will determine the number of officers required. The additional cost will be passed on to the client.

1. Request for alcoholic beverages to be sold must be made a minimum of 30 days prior to the event. Any TABC- licensed provider may be used for alcohol sales; however, Plano Stages will need on file a copy of their TABC license and insurance prior to them being allowed on the premise.

OR

2. With prior approval of the management of Plano Stages, alcoholic beverages may be brought onto the premises in a free manner. Please discuss with Management of Plano Stages on how and if this is appropriate.
3. The Plano Stages' staff and the City of Plano reserve the right to require that the client suspend the provision of alcoholic beverages to their guests.

## ADA

The Department of Justice published revised final regulations implementing the Americans with Disabilities Act (ADA) for title II (State and local government services) and title III (public accommodations and commercial facilities) on September 15, 2010, in the Federal Register. These requirements, or rules, clarify and refine issues that have arisen over the past 20 years and contain new, and updated, requirements, including the 2010 Standards for Accessible Design (2010 Standards).

### Overview

As both a government entity and performance space, the Plano Stages venues fall under the new requirements set out by the 2010 Revised ADA Code. As clients of Plano Stages, you are responsible for implementing the following policies within your productions, in order to minimize your own liability. If there are any questions regarding ADA Compliance within a Plano Stages venue, please contact the Patrons Service Coordinator.

#### **What is an Accessible Seat and Who Can Use One?**

- Accessible seats are spaces specifically designed for wheelchairs and include features such as an accessible approach, location at grade, clear floor space, and larger dimensions. For information about the number, dimensions, and features of accessible seats, please see the 2010 ADA Standards for Accessible Design (2010 Standards), sections 221 and 802.
- Aisle seats with retractable or removable armrests, which are called "designated aisle seats" and can be used by some people with disabilities, are not covered by these ticketing requirements.
- People with mobility disabilities who require accessible seating because of their disability are permitted to purchase tickets for accessible seats. This group includes people who use wheelchairs, those who use other mobility devices, and people who cannot climb steps or walk long distances because of significant arthritis or severe respiratory, circulatory, or cardiac conditions. Individuals who, because of their disability, cannot sit in a straight-back chair or those whose service dogs cannot fit under a non-accessible seat or lie safely in the aisle are also permitted to purchase accessible seats. Tickets for accessible seats may be sold to individuals who require accessible seating themselves or to someone purchasing on their behalf. People with disabilities who do not require the specific features of accessible seating but merely have a preference for them are not entitled to purchase accessible seats.

### **Ticket Sales**

Clients are required to sell tickets for accessible seats in the same manner and under the same conditions as all other ticket sales.

Tickets for accessible seats must be sold:

- during the same hours;
- through the same methods of purchase (by telephone, on site, through a website, or through third-party vendors); and
- during the same stages of sales (pre-sales, promotions, general sales, wait lists, or lotteries) as non-accessible seats.

When a client provides tickets through a third-party ticket vendor, including Internet-based vendors, the client must include comparable tickets for accessible seats. Once third-party ticket vendors acquire tickets for accessible seats, they are obligated to sell them in accordance with the Department's ADA requirements. If the client fails to provide any tickets for accessible seats, the third-party vendor is encouraged, but not required, to contact the client to obtain tickets for accessible seats. Similarly, if the client provides unsold tickets to a "discount" or "half price" ticket outlet, it must also provide tickets for accessible seats, if such seats are available.

### **Ticket Prices**

Clients cannot charge higher prices for accessible seats than for non-accessible seats in the same seating section. This concept also applies to service charges added to the cost of a ticket, whether charged by the client or a third-party seller. Clients must offer accessible seats in all price categories available to the public.

### **Identification of Available Accessible Seating**

Clients and third-party sellers must provide the same information about accessible seats as provided about non-accessible seats, using the same text and visual representations. Typically information about location, price, view, and seat availability is provided. Accessible seats must be described in enough detail to permit the purchaser to determine if a seat meets his or her needs. If a venue has detailed maps or displays of seating configurations on its website or if it provides seating information in its pamphlets or brochures, including information for particular events or shows, it must include information on accessible seating in the same detail as is provided on non-accessible seating.

### **Purchasing Multiple Tickets**

People purchasing a ticket for an accessible seat may purchase up to three additional seats for their companions in the same row and these seats must be contiguous with the accessible seat. Accessible seats may be used as companion seats. If contiguous seats have already been sold and are not available, the venue must offer other seats as close as possible to the accessible seat. If those seats are in a different price category, the venue is not required to modify the price and may charge the same price as it charges others for those seats.

Where a venue limits ticket sales to fewer than four tickets, those limits also apply to tickets for accessible seats. Similarly, when a venue allows the purchase of more than four tickets, that policy also applies to tickets for accessible seats, but only three companion seats must be contiguous with the accessible seat.

### **Group Sales**

Many clients offer a group sales rate for groups of a pre-determined size. If a group includes one or more individuals who need accessible seating, the entire group should be seated together in an area that includes accessible seating. If it is not possible to seat the entire group together and the group must be split, the tickets should be allocated so that the individuals with disabilities are not isolated from others in their group.

### **Hold and Release of Tickets for Accessible Seating**

Generally, tickets for accessible seats may not be sold to members of the general public who do not need the specific features of accessible seats. However, in three specific circumstances, unsold accessible seats may be released and sold to members of the general public:

- when all non-accessible seats have been sold (excluding luxury boxes, club boxes, suites, and seats the venue holds back when declaring a sell-out); or
- when all non-accessible seats in a particular seating section have been sold, unsold accessible seats in that section may be released; or
- when all non-accessible seats in a particular price category have been sold, unsold accessible seats in that price category may be released.

Clients must select only one of these options for declaring a sellout for an event. Another option may be selected for a different event. However, clients are not required to release accessible seats and may choose to hold back all or a portion of the remaining accessible seats.

Accessible seats for a series, subscription, or season tickets may be sold to members of the general public in the same three circumstances – in the case of a sell-out of all non-accessible seats, of all non-accessible seats in a particular seating location, or all non-accessible seats in a particular price category. However, in order to avoid foreclosing the availability of accessible seating for years in the future, clients must set up a process to prevent automatic renewal of accessible seats that have been sold to the general public. One way clients can accomplish this result is by advising an individual ticket purchaser who is receiving accessible seating, at the time of purchase, that, whenever other patrons in non-accessible seats fail to renew their subscriptions, the client will only allow this particular individual to renew by switching that individual to non-accessible seats in the same section or price level. Of course, if no comparable non-accessible seats become available, the client may continue to allow this individual to renew the use of the accessible seats until comparable seats become available.

### **Ticket Transfers and Secondary Ticket Market**

If clients permit patrons to give or sell their tickets to others, the same right must be extended to patrons with disabilities who hold tickets for accessible seats and to persons with disabilities who intend to buy or receive tickets on the secondary ticket market. An individual with a ticket for an accessible seat may transfer it to anyone, including someone who does not have a disability. Clients cannot require that accessible seats only be transferred to someone with a disability.

An individual who has purchased a non-accessible seat through the secondary market but needs an accessible seat must be permitted to exchange the ticket for a comparable accessible seat, if one is available. A client may choose to move a patron to another seat in order to give that accessible seat to a patron with a disability who requires it, but is not obligated to do so.

### **Prevention of Fraud in Purchase of Tickets for Accessible Seating**

Clients cannot require proof of disability as a condition for purchasing tickets for accessible seats. However, clients and third-party vendors may take steps to prevent the fraudulent sale and use of accessible seating. For single event tickets, clients may ask purchasers to state that they require, or are purchasing tickets for someone who requires, the features of an accessible seat. For series of events tickets, purchasers may be asked to attest in writing that they require, or are purchasing tickets for someone who requires, the features of an accessible seat. These steps may be used in all sales, including those over the Internet. Clients may also mark tickets to clearly identify that they are for accessible seats. Some venues include on tickets for accessible seats a message stating that, if the user of the ticket does not need the specific features of the accessible seat, the client may require the ticket holder to move to a different, non-accessible seating location.

Clients may investigate the potential misuse of accessible seats where there is good cause to believe that such seating has been purchased fraudulently. Purchasers may also be warned that if accessible seating has been purchased fraudulently, they are subject to investigation and/or relocation. Providing additional information about the features of other types of seats (e.g., seats that can be accessed without steps, designated aisle seats, or seats located close to exits) may assist patrons to determine which type of seat meets their specific needs. Clients must not, however, use this process to steer patrons with disabilities to particular seat types or locations.

### **Plano Stages Specific Requirements**

Wheelchair Spaces:

- Courtyard Theater: At least six (6) wheelchairs spaces must be reserved across and throughout the audience chamber. See below for listing of seats that may adequately serve as wheelchair spaces.
- Cox Building Playhouse: At least four (4) wheelchair spaces must be reserved. Due to the customizable nature of this venue, clients must take this into account when designing their seating layout.

### **Companion Seats:**

In all venues, at least one (1) adjacent companion seat must be reserved for each handicapped seat. The option for an additional two (2) companion seats must be available. However, these additional two (2) seats do not have to be restricted for sale prior to the event.

### **Appropriate Accessible Seating:**

Courtyard Theater - Acceptable seats for accessible designation located within the Courtyard Theater include Q1-Q10, P1-P10, X1-X14, and X37-X50. All designated accessible spaces must be located in these areas. No other areas will be deemed acceptable.

Cox Building Playhouse/Amphitheater at Oak Point Park - Accessible seating designations in these areas will be left to the discretion of the client with approval from Plano Stages. However, these seats must fall completely within ADA Guidelines, and Plano Stages reserves the right to adjust seating configurations or plans in order to comply with Federal ADA Guidelines.

## **Exhibit C- Fees and Extra Equipment**

<b>COURTYARD THEATER</b>		
Extra staff- light board operator, sound board operator, stage manager, stagehand	\$17	per hour, with a four (4) hour minimum
Time over contract fine	\$250	For every 30 minutes over contracted time
Projector- 14,000 lumen	\$150	Per day
Projector- 7,000 lumen	\$100	Per day
Wireless microphone, if available	\$25	Per day
Marley dance floor	\$150	Per contract
Steinway Model B	\$150	Per contract
Hazer	\$25	Per day
Follow spot- available without operators	\$30	Per day
Removal of chairs from the house- up to 50 chairs	\$115	Per contract
Custom light plot	\$325	Per contract plus labor
Event security	\$18	An hour, per officer
Lobby furniture modification	\$68	Per contract
<b>COX BUILDING PLAYHOUSE</b>		
Extra staff- light board operator, sound board operator, stage manager, stagehand	\$17	per hour, with a four (4) hour minimum
Custom configuration with light plot	\$480	Per contract
Wireless microphone, if available	\$25	Per day
Classroom	\$30	An hour, with a four (4) hour minimum

## **Revision History**

7/1/15

- Removed reference to old exhibit that no longer exists.

5/20/15

- Changed title and classification of “Resident” clients, now classified as “Platinum Arts Groups”
- Revised “Platinum Arts Group” Policy, rental hours no longer carry across all Plano stages venues, 120 hours booked in Courtyard does not make a “Platinum Arts Group” in the Cox Playhouse.
- Revised “Platinum Arts Group” booking requirements to include minimum number of “Performance” dates.
- Removed free custom light plot for “Platinum Arts Groups” in Cox Playhouse
- Removed free custom seating configuration from “Platinum Arts Groups” in Cox Playhouse

4/6/15

- Changed wording in weather cancelation policy from:
- “If the client chooses to cancel the event due to weather without Plano Stages consent, then the full cost of the event is considered the responsibility of the client;” To “If the client chooses to cancel the event due to weather independently then the full cost of the event is considered the responsibility of the client;”