



LICENSE RATE & FEE SCHEDULE 2017-2018

February 1, 2018 – May 31, 2018

*(Please note: All rates should be confirmed with the Director of Programming.
Subject to change without notice.)*

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 Subject to change without notice.)*

I. PER PERFORMANCE¹ LICENSE RATES:

| | Thursdays/Fridays/Saturdays Sundays /Mondays ³ | Tuesdays/Wednesdays |
|---|--|--|
| LIVE PERFORMANCE: | | |
| Standard | \$10,000 or 10% of Gross Receipts, whichever is greater. | \$5,000 or 10% of Gross Receipts, whichever is greater. |
| Non-Profit | \$10,000 or 8% of Gross Receipts, whichever is greater. | \$5,000 or 8% of Gross Receipts, whichever is greater. |
| FREE/PRIVATE/NON-TICKETED EVENTS/WEDDINGS: | Thursdays/Fridays/Saturdays Sundays /Mondays ³ | Tuesdays/Wednesdays |
| Standard: | \$15,000 | \$10,000 |
| Non-Profit: | \$15,000 | \$10,000 |
| FILM/LECTURE/SEMINAR: | Thursdays/Fridays/Saturdays Sundays /Mondays ³ | Tuesdays/Wednesdays |
| Standard | \$10,000 or 10% of Gross Receipts, whichever is greater. | \$5,000 or 10% of Gross Receipts, whichever is greater. |
| Non-Profit | \$10,000 or 8% of Gross Receipts, whichever is greater. | \$5,000 or 8% of Gross Receipts, whichever is greater. |

Hawaii Theatre Center, a Hawaii nonprofit corporation is hereinafter called THEATRE, as Owner/Operator of the Hawaii Theatre. Licensed Users are hereinafter referred to as COMPANY.

¹ Performances are defined as being three and one-half (3.5) hours or less, curtain up to curtain down. If your performance is longer than 3.5 hours, additional charges will be assessed per the current rate schedule.

² Performance events where no Hawaii Theatre Center Box Office services are required.

³ This use has no tickets, no box office, house or stage labor with only the mandatory House Manager, Theatre Management Representative and Security staffing. Lights on/off, stationary stage. Scheduled no more than 5 weeks in advance. No longer than four (4) hours, in-time to out-time.

II. LICENSE RATES FOR LOAD-IN DAY:**LOAD-IN DAY⁴:**

| No. of Performances/WK ⁵ | 6-8 | | 3-5 | | 1-2 | |
|-------------------------------------|-------------------|------|---------|---------|----------|---------|
| | H ⁶ -M | T-W | H-M | T-W | H-M | T-W |
| Standard | Free | Free | \$5,000 | \$3,000 | \$10,000 | \$7,500 |
| Non-Profit | Free | Free | \$5,000 | \$3,000 | \$10,000 | \$7,500 |

III. REHEARSAL/TECH DAYS⁷ LICENSE RATES:**REHEARSAL & TECH DAY(S):**

| No. of Performances/WK | 6-8 | | 3-5 | | 1-2 | |
|------------------------|---------|---------|---------|---------|----------|---------|
| | H-M | T-W | H-M | T-W | H-M | T-W |
| Standard | \$5,000 | \$3,000 | \$7,000 | \$6,000 | \$10,000 | \$7,500 |
| Non-Profit | \$5,000 | \$3,000 | \$7,000 | \$6,000 | \$10,000 | \$7,500 |

The license fee rates as stated herein are minimum rates and are subject to change. Contracted license fees are noted in the License Rate & Fee Schedule attached as rider to the completed (signed and fully executed) License for Use Agreement as provided by THEATRE. Additional license fee rates may apply to non-public, live/film performance events. Additional fees are defined and assessed as per the completed (signed and fully executed) License for Use Agreement.

For questions or additional information please contact THEATRE Director of Programming; elizabethobrien@hawaiiitheatre.com; at (808) 791-1303, or by fax at (808) 528-0481.

IV. ADDITIONAL REQUIRED & OPTIONAL SERVICES FEES:**A. STATE OF HAWAII GENERAL EXCISE TAX: (REQUIRED)**

All local (State of Hawaii) COMPANY must provide a copy of GET Certificate. COMPANY is responsible for all applicable State of Hawaii General Excise Tax. If a non-local COMPANY does not have a Hawaii General Excise Tax Certificate, THEATRE will collect and pay the GET liability on COMPANY's behalf, upon request. Local COMPANY should have/obtain a GET license prior to their event.

For questions or additional information please contact THEATRE Director of Programming; elizabethobrien@hawaiiitheatre.com; at (808) 791-1303, or by fax at (808) 528-0481.

B. INSURANCE: (REQUIRED)

COMPANY is required to provide a certificate of Insurance, at their own cost, and name the Hawaii Theatre Center as "Additional Insured" on said certificate. In the event that COMPANY fails to provide said insurance certificate, THEATRE will assess a fee of \$1,500.00 per day, or any portion thereof, of residence.

For questions or additional information please contact THEATRE Director of Programming; elizabethobrien@hawaiiitheatre.com; at (808) 791-1303, or by fax at (808) 528-0481.

⁴ Load-in Days scheduled on the first day of residency are per day or any portion thereof.

⁵ Week is defined as Monday through Sunday.

⁶ M=Mon., T=Tues., W=Wed., H=Thurs., F=Friday, ST=Sat., SN=Sun.

⁷ Rehearsal Days are defined as being nine (9) hours or less, beginning of first rehearsal call to end of last rehearsal call, with a mandatory one-half hour break after four (4) hours. If your rehearsal day is longer than 9 hours, additional charges will be assessed per the current rate schedule.

C. LOCAL PERMITS, LICENSES: (REQUIRED)

All permits, licenses, fines, fees or other requirements of the City and County of Honolulu, the State of Hawaii, and/or the United States of America are the sole responsibility of COMPANY. If COMPANY requests, in writing, THEATRE to assist in facilitating such permits, and provides necessary information in a timely manner, THEATRE will facilitate said permits, without guarantee of success, at cost plus twenty-five percent (25%). THEATRE reserves the right to refuse such permit facilitation requests without explanation.

For questions or additional information please contact THEATRE Director of Programming; elizabethobrien@hawaiiitheatre.com; at (808) 791-1303, or by fax at (808) 528-0481.

D. SPECIAL DUTY SECURITY: (REQUIRED)

A minimum of one (1) uniformed Special Duty Honolulu Police officer is required for every performance. THEATRE schedules the special duty officer(s), the cost to be paid by COMPANY at settlement. THEATRE reserves the right to determine appropriate level of security for all events with all costs charged to the COMPANY. Rates are charged to COMPANY per current HPD rate schedule, with no mark-up by THEATRE.

For questions or additional information please contact THEATRE Director of Programming; elizabethobrien@hawaiiitheatre.com; at (808) 791-1303, or by fax at (808) 528-0481.

E. LOSS OF INCOME: (REQUIRED)

In the event that COMPANY requests that the THEATRE not operate alcohol/concessions during a particular event, THEATRE reserves the right to charge COMPANY additional license fees to compensate for lost revenues. Rate charged by THEATRE equivalent to three dollars (\$3.00 USD) per ticket issued, or eight percent (8%) of Gross Receipts, whichever is greater, for each particular event/performance.

For questions or additional information please contact THEATRE Director of Programming; elizabethobrien@hawaiiitheatre.com; at (808) 791-1303, or by fax at (808) 528-0481.

F. RECORDING/BROADCAST OF LICENSED USES AT THE HAWAII THEATRE CENTER: (THEATRE PERMISSION REQUIRED, FEE FOR COMMERCIAL RECORDING)

THEATRE exclusively retains all recording/broadcast rights for any event held in/on the Hawaii Theatre Center premises and requires COMPANY to obtain permission from the Director of Programming for any/all recording done in/on the premises. COMPANY is totally responsible for securing BMI/ASCAP/SESAC, and any and all other rights and royalties.

For questions or additional information please contact THEATRE Director of Programming; elizabethobrien@hawaiiitheatre.com; at (808) 791-1303, or by fax at (808) 528-0481.

G. BOX OFFICE: (REQUIRED)

All public performance events at the Hawaii Theatre Center require a ticket generated by THEATRE Box Office. Complete box office services are supplied for each COMPANY at a flat fee of one dollar (\$1.00 USD) per ticket issued. Tickets for shows go on sale as determined after a THEATRE "Licensed Use Agreement" has been executed and the COMPANY representative has met with the THEATRE Box Office Manager. Regular hours of operation and ticket sales are Tuesday through Saturday, 9 AM - 5 PM and two hours prior to show time for sales for any particular performance. If additional hours are requested, rates may be negotiated with the Director of Programming, and will be charged to COMPANY. Applicable charges apply to these services. Visa, Discover, MasterCard, American Express, JCB, and Union Pay fees are charged to COMPANY at four percent (4%) of credit card sales.

For questions or additional information please contact THEATRE Box Office Manager; manuelmedina@hawaiiitheatre.com at (808) 791-1310, or by fax at (808) 528-1675.

H. RESTORATION FEE (PAID BY TICKET BUYER/PATRON)

A five dollar (\$5.00 USD) Theatre Restoration Fee is charged to all ticket-buyers/patrons to performance events held at the Hawaii Theatre Center. It is a covenant between the THEATRE and its community. This fee is collected from the patron at the time of purchase. COMPANY is not responsible for the collection or payment of this fee, with the exception of complimentary tickets issued by COMPANY. Please refer to the THEATRE "Usage Policy".

For questions or additional information please contact THEATRE Box Office Manager; manuelmedina@hawaiiitheatre.com at (808) 791-1310, or by fax at (808) 528-1675.

I. EVENT MAILING DATA LISTS: (OPTIONAL)

The THEATRE has compiled an extensive patron database. Current privacy regulations prohibit the THEATRE from providing information collected through credit card transactions to third parties. COMPANY may request, in writing, an Excel data list from COMPANY event(s) held at the Hawaii Theatre Center.

For questions or additional information please contact THEATRE Box Office Manager; (manuelmedina@hawaiiitheatre.com) at (808) 791-1310, or by fax at (808) 528-1675.

J. FRONT OF HOUSE: (REQUIRED)

Front of House services are required for any public event. Complete front of house services which include ushers, ticket takers and an on duty house manager are provided for a flat Five Hundred Dollar (\$500.00) per performance fee. Performances over three and one-half hours will be considered multiple performances, and Licensed User will be charged additional fees accordingly.

For questions or additional information please contact THEATRE House Manager; (nicoletessier@hawaiiitheatre.com) at (808)791-1397, or by fax at (808) 528-0481.

K. MERCHANDISING: (REQUIRED)

THEATRE reserves the sole right to operate all concessions on the premises unless otherwise arranged, in advance and in writing, with THEATRE.

Merchandise Sales by COMPANY (USELL): (Required)

The sale by COMPANY, or its agents, of souvenir programs, books, recordings, clothing, and other merchandise prior to, during, or after the event/performance shall be permissible provided that approval is first granted by THEATRE Director of Programming. COMPANY and its agents agree that a sum equal to twenty five percent (25%) of gross sales is payable to the THEATRE prior to COMPANY relinquishing the THEATRE premises.

Merchandise Sales by Theatre Sales Staff (WESELL): (Optional)

The THEATRE may be contracted to supply sellers for COMPANY merchandise, for a fee of twenty five percent (25%) of gross sales, plus four percent (4%) for credit card processing, making the cumulative fee payable to the THEATRE twenty nine (29%) percent of the gross sales. Notice of the request for THEATRE to sell COMPANY merchandise must be given, in writing, to THEATRE House Manager no later than seventy two (72) hours prior to the event. All fees including, but not limited to, the State of Hawaii General Excise Tax and credit card sales (rates as noted in this section) are the sole responsibility of COMPANY. No free samples of food, beverage, or any other product may be given away or dispensed by COMPANY, or its agents, without prior written approval of THEATRE Director of Programming.

L. THEATRE PROGRAM INFORMATION (REQUIRED)

THEATRE requires that all printed programs include THEATRE "For Your Information" page as provided by THEATRE. The information is available in a variety of formats from THEATRE. COMPANY is required to ensure that programs are delivered, folded, stuffed, and/or otherwise prepared prior to event.

For questions or additional information please contact THEATRE House Manager; (nicoletessier@hawaiiitheatre.com) at (808)791-1397, or by fax at (808) 528-0481.

M. STAGE EQUIPMENT INVENTORY: (REQUIRED)

Licensed User is responsible for all charges resulting from stage equipment rental. No labor required for use of THEATRE rental equipment is included. Please refer to the current Hawaii Theatre Center "Stage Equipment Rental Rates/Policies." Please note the "Notes" and "Attention!" sections of the Stage Equipment Rental Rate sheet. The THEATRE will provide an equipment rental estimate upon receipt of an equipment manifest request from the Licensed User or its agents. Package rates are available for multiple performance users. Please consult with the Hawaii Theatre Center Production Manager for additional information.

For questions or additional information please contact THEATRE Production Manager; (robertslee@hawaiiitheatre.com) at (808)791-1325, or by fax at (808) 791-1340.

N. STAGE LABOR: (THEATRE DOES NOT PROVIDE)

THEATRE provides no stage labor for your rehearsals or performances. COMPANY is responsible for payment of all labor charges for all production work including but not limited to cost of labor to operate the rigging, lighting and sound systems, hanging or flying lights, scenery, banners, and other such production elements. COMPANY is required to register all labor with THEATRE Production Manager prior to access. To ascertain the amount of time and manpower required for the production work desired and to schedule specific times for load-in, setup, rehearsals and load-out, COMPANY should contact THEATRE Production Manager. THEATRE reserves the right to deny authorization to any stage crew members who, in the opinion of THEATRE Management, do not meet the Hawaii Theatre Center Qualification Guidelines.

For questions or additional information please contact THEATRE Production Manager; (robertslee@hawaiiitheatre.com) at (808)791-1325, or by fax at (808) 791-1340.

V. WEYAND ROOM RECEPTION/BANQUET FACILITY

THEATRE's Weyand Room is available for stand-alone functions, meetings, and pre- and post-show receptions and may be licensed for use, as THEATRE schedule permits, for independent and/or event related activities. The Weyand Room is required to be used as open ancillary lobby space no less than one (1) hour prior to curtain through the final intermission of the performance, unless specifically agreed upon, in writing, in a signed and fully executed Hawaii Theatre Center "Licensed Use Agreement".

License fees are dependent on the event type, set-up/tear down requirements, catering, and deliveries. Please refer to the current Weyand Room Rate Card for basic rates.

For questions or additional information please contact THEATRE Director of Programming; (elizabethobrien@hawaiiitheatre.com); at (808) 791-1303, or by fax at (808) 528-0481.

Note: This document is a rider to the Hawaii Theatre Center License for Use Agreement, and becomes part of that License for Use Agreement once the COMPANY and the THEATRE sign and fully execute the Agreement.