



HAWAII THEATRE
CENTER

2023-2024 USAGE POLICY

- I. BASIC PROVISIONS: 2
 - A. COMPANY ACCEPTS AS IS: 2
 - B. SERVICES:..... 2
 - C. ASSIGNMENT 2
 - D. LICENSES, PERMITS, COPYRIGHTS: 2
 - E. PUBLIC LIABILITY INSURANCE: 2
 - F. PUBLIC SAFETY 2
 - G. RESPONSIBILITY FOR DAMAGE OR LOSS:..... 2
 - H. REMOVAL OF PROPERTY 3
 - I. COMPLIANCE 3
 - J. UNAVOIDABLE HAPPENING: 3
 - K. CIVIL RIGHTS 3
 - L. COMPANY’S REPRESENTATIVE: 3
 - M. SIGNED CONTRACT WITH PERFORMING ATTRACTION:..... 3
 - N. RIGHT OF NOTIFICATION: 3
 - O. MANAGEMENT DISCRETION: 3
- II. SCHEDULING & DEPOSITS: 3
 - A. AVAILABILITY 3
 - B. DEPOSITS:..... 3
- III. FRONT OF HOUSE: 4
 - A. HOUSE MANAGER: 4
 - B. FRONT OF HOUSE PERSONNEL: 4
 - C. SECURITY 4
 - D. RIGHT OF ENTRY 4
 - E. INTERRUPTION OR TERMINATION OF SHOW: 4
 - F. OBJECTIONABLE BEHAVIOR:..... 4
 - G. SEATING CAPACITY 4
 - H. INTERMISSIONS: 4
 - I. DOOR OPENINGS: 4
 - J. CONCESSIONS/MERCHANDISE: 4
 - K. CONCURRENT USE: 4
 - L. OPEN REHEARSALS: 5
 - M. COLLECTIONS/DONATIONS/SOLICITATIONS 5
- IV. BACKSTAGE 5
 - A. THEATRE PRODUCTION MANAGEMENT 5
 - B. NOTICE OF SHOW REQUIREMENTS: 5
 - C. STAGE LABOR: 5
 - D. DELIVERY OF GOODS: 5
 - E. RECORDING AND BROADCAST RIGHTS 5
 - F. SAFETY PROVISIONS:..... 5
 - G. CARE AND USE OF THE FACILITIES: 5
 - H. TIME: 5
- V. ADVERTISING & PROMOTION 6
 - A. ADVERTISING 6
 - B. PROMOTION/PUBLICITY 6
 - C. PROGRAMS:..... 6
 - D. FAILURE TO PROVIDE PROGRAM..... 6
 - E. FUTURE ATTRACTIONS: 6
 - F. OBJECTIONABLE MATERIAL 6
 - G. WEBSITE: 6
 - H. MARQUEE: 6
- VI. BOX OFFICE 6
 - A. GENERAL PROVISIONS: 6
 - B. HOURS:..... 7
 - C. TICKET ON-SALE DATE: 7
 - E. BOX OFFICE FEE: 7
 - F. RESTORATION FEE: 7
 - G. AUDITS: 7
 - H. CREDIT CARD PURCHASES:..... 7
 - I. REFUND AND EXCHANGE OF TICKET REVENUE: 7
 - J. TICKET REPRESENTATIVE: 7
 - K. DISCOUNT TICKETS:..... 8
 - L. COMPLIMENTARY TICKETS:..... 8
 - M. SEATING RESTRICTIONS:..... 8
 - N. DESCRIPTION OF PERFORMANCE: 8
 - O. TICKET AGENCY FEES: 8
 - P. LIMITATIONS OF LIABILITY 8

1130 Bethel Street, Honolulu HI 96813-2201; Phone (808) 791-1303 Fax (808) 533-4421

www.hawaiitheatre.com



2023-2024 USAGE POLICY

I. BASIC PROVISIONS:

A. COMPANY ACCEPTS AS IS: Neither the THEATRE nor its employees or agents have made representations nor promises with respect to the licensed premises except as herein expressly set forth. The first possession of the licensed premises by the COMPANY shall be conclusive evidence that the COMPANY accepts same "as is" and that said premises and all equipment therein are in good and satisfactory condition for the uses contemplated.

B. SERVICES: The THEATRE will provide, at its expense, cooling in compliance with the Federal energy conservation guidelines, electrical power, general lighting from the permanent fixtures in the premises, stage lighting, house sound system, water for normal usage, and normal pre- and post-event cleaning services. Failure, however, to furnish any of the foregoing resulting from circumstances beyond the Theatre's control shall not be considered a breach of the License Agreement.

C. ASSIGNMENT: The COMPANY shall neither assign the License Agreement, nor any rights granted hereunder, nor sublet the licensed premises.

D. LICENSES, PERMITS, COPYRIGHTS: The COMPANY shall obtain and pay for all licenses and permits necessary to conduct operations as specified in the License Agreement. The COMPANY will assume all costs arising from the use of patented, trademarked, franchised, or copyrighted music, materials, devices, processes, or dramatic rights used or incorporated in the event. The COMPANY agrees to indemnify, defend, and hold harmless the THEATRE from any and all costs, including legal fees, which might arise from question of use of any such material.

E. PUBLIC LIABILITY INSURANCE: The COMPANY shall carry comprehensive liability insurance, naming both the COMPANY and the THEATRE as insured, with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. Written evidence of said insurance should be furnished to the THEATRE not less than 15 days prior to the first scheduled use of the licensed premises. A charge of \$750.00 will be assessed for each day of COMPANY residency not covered by a proffered certificate of insurance, any monies collected are non-refundable even though a certificate may subsequently be received.

F. PUBLIC SAFETY: The COMPANY shall neither encumber nor obstruct the sidewalk in front of, the entrance to, aisles, halls, stairs, lobbies, and audience chambers of any facility at the THEATRE, nor allow the same to be obstructed or encumbered in any manner. The COMPANY further agrees not to bring onto the premises any material, substances, equipment, or object which is likely to endanger the life of, or cause bodily injury to, any person on the premises or which is likely to constitute a hazard to property thereon. The THEATRE shall have the right to refuse to allow any such material, substances, equipment or object to be brought onto the premises and the further right to require its immediate removal if found thereon.

G. RESPONSIBILITY FOR DAMAGE OR LOSS: The COMPANY assumes all risk of damage to and loss by theft or otherwise of the fixtures, appliances, or other property of the COMPANY or the COMPANY's exhibitors, performers, contestants, as well as employees thereof, and the THEATRE is expressly released and discharged from any and all liability for any such loss. The COMPANY shall be responsible for any and all damages to the THEATRE caused by acts of the COMPANY or the COMPANY's employees, agents, patrons, guests, and artists whether accidental or otherwise. The COMPANY further agrees to leave the premises in the same condition as existed when the COMPANY took possession, ordinary wear and use excepted. Additional costs incurred because of an unusual amount of post-event clean up shall be billed to the COMPANY.

H. REMOVAL OF PROPERTY: The THEATRE reserves the right to remove from the premises all the COMPANY's effects remaining in the THEATRE after the time specified at the sole expense of the COMPANY and to store the same at the sole expense of the COMPANY, and without any liability therefore.

I. COMPLIANCE: The COMPANY shall use and occupy the THEATRE in a safe and careful manner and shall comply with all laws, rules, and regulations of the United States, the State of Hawai'i, and the City and County of Honolulu. The COMPANY will obtain and pay for all necessary permits and licenses and will not do or cause to be anything on the premises during the term of the COMPANY or of any person employed by or admitted to the premises by the COMPANY, the COMPANY will immediately desist from and correct such violation.

J. UNAVOIDABLE HAPPENING: In the event that all or part of the premises licensed hereunder shall be destroyed by fire or any other cause or unforeseen occurrence without the fault of the COMPANY as to prevent the use of the premises for the purpose and during the time specified hereunder, then this license shall be terminated. In such event, the COMPANY shall pay fees only up to the time of such termination, at the rate herein specified, and the COMPANY hereby waives any claim for damages or compensation should this license be so terminated.

K. CIVIL RIGHTS: The COMPANY agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, sexual orientation, or national origin; and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services, or privileges offered to, or enjoyed by, the general public.

L. COMPANY'S REPRESENTATIVE: At the time of execution of the License Agreement, the COMPANY shall furnish to the THEATRE the name, address, and telephone number of its representative. Said representative will then be the sole person authorized to make decisions or to negotiate with the staff of the THEATRE. Said representative, or his authorized agent, must be present at all performances and will be the sole person authorized to resolve problems and conflicts or to negotiate any alterations in performance procedure with the THEATRE staff. Said representative will be fully authorized to act for and execute documents on behalf of the COMPANY.

M. SIGNED CONTRACT WITH PERFORMING ATTRACTION: When the performing attraction is other than the COMPANY, the COMPANY agrees to furnish the THEATRE, at the time of signing the License Agreement, a copy of the signed contract, including all riders thereto, between the COMPANY and the act to be presented. Portions of this signed contract concerning financial arrangements with the COMPANY may be excised.

N. RIGHT OF NOTIFICATION: The THEATRE reserves the right to be notified of decorators, caterers, and other service people or agencies employed by the COMPANY entering the premises of the Hawai'i Theatre. The THEATRE reserves the right of approval of all such persons or agencies.

O. MANAGEMENT DISCRETION: Any decision affecting any matter not herein expressly provided for shall rest solely within the discretion of the THEATRE Director of Programming.

II. SCHEDULING & DEPOSITS:

A. AVAILABILITY: The THEATRE Director of Programming maintains a 3-year master event calendar. Date(s) requested from the THEATRE will not be "held" without the COMPANY submitting a completed THEATRE "Application for Use of Facility" to the THEATRE Director of Programming. The THEATRE reserves the right to refuse usage to any applicant that, in the sole opinion of the THEATRE Director of Programming, may compromise the safety of the Hawaii Theatre; its patrons, and/or the public; or any other such reason. THEATRE additionally reserves the right to deny usage licenses to any COMPANY if, in the sole opinion of the THEATRE Director of Programming, such usage is not in the best interests of the THEATRE. Upon the THEATRE Director of Programming's approval of the date request, the COMPANY must secure the date request with a completed "License for Use Agreement" and non-refundable deposit as specified by THEATRE in the signed "License for Use" Agreement.

B. DEPOSITS: Non-refundable deposits will be required with the signed License Agreement. If the License Agreement and deposit are not received by the deadline date specified in the License Agreement, date(s) will be RELEASED AUTOMATICALLY, without additional notice, and the contract is null and void. All "License for Use" deposits are non-refundable.

III. FRONT OF HOUSE:

A. HOUSE MANAGER: The THEATRE shall furnish at each performance a House Manager to supervise the overall front of house operation. The authority of THEATRE is absolute with regard to times of opening the lobby and auditorium, start of the program, length of intermission, safety of staff and audience, and protection of the facility. The COMPANY shall be responsible for contacting the Theatre's House Manager not less than seven (7) days prior to the performance to discuss front of house requirements.

B. FRONT OF HOUSE PERSONNEL: The THEATRE will arrange for all ushers, ticket takers, and such other front of house personnel as the THEATRE may deem necessary for the performance to be presented, and shall supervise, through its House Manager and/or his representative, the services of all such personnel. A fee of \$500 per performance. Front of house charges including a House Manager, ushers, ticket takers, facility cleaners and all costs the THEATRE may deem necessary shall be borne by the COMPANY.

C. SECURITY: All security arrangements deemed advisable by the THEATRE will be made by the THEATRE and billed to the COMPANY. The COMPANY understands that a minimum of six uniformed security officers shall be required during all public performances. Provisions of police protection in accordance with this Paragraph shall not relieve the COMPANY of any liabilities imposed under any other provisions of the License Agreement and the COMPANY shall have the right to provide additional police protection beyond that determined by the THEATRE to be necessary in order to carry out its responsibilities under the License Agreement and to protect itself against loss or liability.

D. RIGHT OF ENTRY: The THEATRE and its officers, agents, and employees engaged in the operation and maintenance of the THEATRE reserve the right to enter upon and to have free access to said premises at any and all times. The premises, including all keys thereto, shall at all times be under the control of the THEATRE. Entrances and exits shall be unlocked at such times as may be required by the COMPANY. At no time shall the COMPANY place its own or additional locks on any portions of the premises.

E. INTERRUPTION OR TERMINATION OF SHOW: The THEATRE shall retain the right to cause the interruption of any performance in the interest of public safety and to likewise cause the termination of such performance and/or the evacuation of the premises when in the sole judgment of the THEATRE such act is necessary in the interest of public safety. Such closure shall be coordinated with COMPANY.

F. OBJECTIONABLE BEHAVIOR: The THEATRE reserves the right to eject any person or persons from the premises due to what the THEATRE management deems objectionable behavior, and upon the exercise of this hereby waives any right and all claims for damages against the THEATRE.

G. SEATING CAPACITY: The COMPANY shall not admit to the facilities a larger number of persons than the established seating capacity of 1,400. When figuring sales, use the working number 1,350 for budgeting.

H. INTERMISSIONS: The COMPANY agrees that for all programs lasting two hours or more, excepting graduations, religious services, private events, and similar engagements, there shall be at least one intermission of not less than twenty (20) minutes.

I. DOOR OPENINGS: Unless otherwise agreed in advance by both parties hereto, bronze front doors will open to the public one hour prior to the performance. The auditorium shall be opened for seating one half-hour prior to the performance.

J. CONCESSIONS/MERCHANDISE: The THEATRE shall have the sole right to operate all concessions on the premises, unless otherwise arranged in advance with the THEATRE. Please see THEATRE merchandise rates as noted on the Hawaii Theatre "Per Performance Rate & Fee Schedule" provided to you, as noted in your contract.

K. CONCURRENT USE: The THEATRE reserves the right to license other parts of the premises at the same time as the license of said premises to the COMPANY, provided that such licensing to others shall not unreasonably interfere with the use of said premises by the COMPANY. The COMPANY understands and acknowledges that the COMPANY has no rights whatsoever to enter or use the areas in the said premises comprising the administrative offices, mechanical rooms, or any other areas except such as are designated in the AGREEMENT.

L. OPEN REHEARSALS: Any rehearsal at which non-production personnel are in attendance will be considered to be a performance use and the performance license rate, as well as House Management charges, will apply to this usage day.

M. COLLECTIONS/DONATIONS/SOLICITATIONS: No collections, donations, or solicitation of money or goods of any kind whether for charity or otherwise, shall be made or attempted on the THEATRE premises without first obtaining written permission of the THEATRE Director of Programming.

IV. BACKSTAGE:

A. THEATRE PRODUCTION MANAGEMENT: The THEATRE shall furnish, at its expense, a Production Manager to liaison with the COMPANY concerning all pre- and post- event technical requirements and needs, and Stage Management representative(s) to oversee the operation of THEATRE owned equipment during the COMPANY's use of the premises. The authority of the THEATRE's Director of Programming, with regard to the use of the THEATRE's equipment and the safety of all personnel working backstage, shall be absolute.

B. NOTICE OF SHOW REQUIREMENTS: The COMPANY shall provide the THEATRE, as required by your contract and prior to the first scheduled occupancy of the premises, a full and detailed outline of show requirements, including all stage, lighting, sound and hall requirements and such other information as may be appropriate to the event to be presented. All Technical Contract Riders and Production requirements must be sent directly to the THEATRE's Production Manager and all other Contract riders should be sent to the THEATRE's Director of Programming.

C. STAGE LABOR: The THEATRE will approve and determine the number of stage crew as deemed necessary for the performance to be presented after receipt of the COMPANY's technical requirements. Volunteer labor shall not be permitted except with the special advance permission and approval of such personnel by the THEATRE's Director of Programming with the successful completion of a required training course provided by the THEATRE Production and Stage Management at least two weeks prior to the event. The COMPANY will be the employer of record for all stage labor and all costs associated with this labor are the responsibility of COMPANY.

D. DELIVERY OF GOODS: The Theatre's staff will not accept sets, costumes, and other materials belonging to the COMPANY delivered prior to the contracted time without prior arrangements with the THEATRE's Production and Stage Management. The THEATRE makes no guarantee that space will be available to receive materials arriving early. The THEATRE will not accept any goods shipped to the premises for the COMPANY, or for any person claiming to be acting for the COMPANY, if any sum is to be paid to the carrier upon delivery.

E. RECORDING AND BROADCAST RIGHTS: The THEATRE reserves all visual and audio recording and radio and television broadcast rights, with no exception, unless specified in writing by the COMPANY and with the written approval of the THEATRE Director of Programming with a completed THEATRE "Recording Agreement."

F. SAFETY PROVISIONS: The COMPANY shall not, without the prior written consent of the THEATRE, put up or operate any engine, motor, or machinery on the premises, or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes. The COMPANY further agrees that all drapes, hangings, curtains, drops, and other decorative materials used in the premises shall be flameproof and that all matters involving safety be resolved by the decisions of the THEATRE.

G. CARE AND USE OF THE FACILITIES: The COMPANY shall not drive any nails, screws, or other object into the floors, walls, ceilings, doors, or woodwork of the premises except as may be authorized by the Production Manager. House seats are permanent fixtures of the THEATRE. For temporary seat removal to accommodate electrical or sound equipment brought in by the COMPANY, advance permission from the THEATRE Production Management must be obtained, and a per seat charge will be levied.

H. TIME: Time shall be of the essence of this License & Use Agreement and the time herein granted shall not be extended for the occupancy or use of the premises or for the installation or removal of equipment without the written permission of the THEATRE, and all such additional time shall be paid for according to the schedule of fees fixed by the THEATRE, if such permission is granted.

V. ADVERTISING & PROMOTION

A. ADVERTISING: The COMPANY shall not advertise any performance or the appearance of any performer in the Hawaii Theatre prior to the full execution of a "License for Use Agreement" by both parties. The COMPANY agrees to assume all advertising costs in conjunction with its event, and agrees to use its best efforts to include the Theatre's logo in all printed material and advertising matter relating to the event. The COMPANY shall not post or exhibit signs, advertisements, or cards of any description on any part of the buildings except upon the regular billboards provided by the THEATRE.

B. PROMOTION/PUBLICITY: The COMPANY agrees to withhold all publicity and promotion of COMPANY's event until tickets for the event have been delivered to the THEATRE Box Office or until a date is established when ticket sales can begin and all publicity and promotion can indicate such date. Release of information prior to the delivery of printed tickets to the THEATRE Box Office or failure to designate the specific date that tickets are to go on sale may result in additional charges for THEATRE Box Office services.

C. PROGRAMS: Unless otherwise arranged in advance with the THEATRE, the COMPANY is required to prepare, at its own expense, printed playbills or programs for distribution to the audience for all attractions customarily having such programs. The appropriate quantity of programs is considered to be the number of available seats, minus 5%. Playbills shall be delivered, by appointment with the THEATRE House Manager, to the THEATRE between the hours of 9:00 AM and 5:00 PM weekdays. In order to insure that information regarding house operations and regulations is fully disseminated, the mandatory copy, supplied by the THEATRE House Manager, must be included in the COMPANY's programs.

D. FAILURE TO PROVIDE PROGRAM: Should the COMPANY fail to provide a printed program containing safety information specified above, the THEATRE may, at its discretion, provide an adequate supply of printed material containing such safety information for distribution to the audience. The cost of the printed material will be borne by the COMPANY.

E. FUTURE ATTRACTIONS: The THEATRE reserves the right to distribute to the audience announcements and literature concerning future attractions to be held in the THEATRE whether or not such attractions are under the auspices of the COMPANY.

F. OBJECTIONABLE MATERIAL: Should the performance to be presented contain any materials that may be viewed by any segment of the community as being morally objectionable, the THEATRE reserves the right at its sole discretion to require of the COMPANY the inclusion in all advertising of a phrase, acceptable to the THEATRE Director of Programming, that alerts potential ticket buyers to the maturity of the theme or actions.

G. WEBSITE: The THEATRE website (www.hawaiitheatre.com) editorial control and content is, at all times, under the sole authority of THEATRE Director of Programming. COMPANY license agreement with THEATRE in no way obligates THEATRE to include COMPANY event information, sponsors or other content. THEATRE reserves the right to post COMPANY event information once a license agreement is proffered. THEATRE will post only one presenter for any posted event. COMPANY may request additional or specific information be added to the website for an additional fee and upon agreement of THEATRE.

H. MARQUEE: The THEATRE marquee editorial control and content is, at all times, under the sole authority of THEATRE Director of Programming. COMPANY license agreement with THEATRE in no way obligates THEATRE to include COMPANY event information, sponsors or other content. THEATRE reserves the right to post COMPANY event information once a license agreement is proffered. THEATRE will post only one presenter for any posted event. COMPANY may request additional or specific information be added to the marquee for an additional fee and upon agreement of THEATRE.

VI. BOX OFFICE

A. GENERAL PROVISIONS: The THEATRE Box Office will provide the exclusive service for all ticketed events. The THEATRE Box Office shall retain control of ticket inventory and accountability for ticket receipts. Any tickets released by the THEATRE Box Office for sale or distribution at any other location shall be deemed to be released on consignment to the COMPANY.

B. HOURS: The THEATRE Box Office is open from 9:00 AM to 5:00 PM on weekdays, Tuesday through Saturday; and two hours prior to all ticketed live performances and one half-hour after curtain for all evening and matinee performances. The THEATRE Director of Programming will have the sole authority and reserves the right to alter these hours for holidays or other reasons. The COMPANY may request from the THEATRE Director of Programming to have the Box Office open for any additional or extended hours for an additional fee as noted in the "Per Performance Rate & Fee Schedule" provided to COMPANY. Access to the THEATRE Box Office is restricted to authorized personnel only. In the interest of limited space and for security reasons, only one representative of the COMPANY will be allowed in the Box Office at a time.

C. TICKET ON-SALE DATE: THEATRE strongly urges all tickets should go on sale no less than four (4) weeks prior to the first scheduled performance. It shall be the responsibility of the COMPANY to arrange a meeting with the THEATRE's Box Office Manager in advance of any public ticket sales or announcement of such sales to make known all details of the event. All receipts from the THEATRE Box Office will be deposited in the THEATRE Box Office's bank account. Advance withdrawals by the COMPANY are not permitted.

E. BOX OFFICE FEE: The COMPANY will be billed a \$1.00 per-ticket charge for all tickets issued (both paid and COMPANY comps) by the THEATRE Box Office as a fee for box office services. The Box Office Fee must be included in, rather than added to, the price printed on the ticket and appearing in all advertising of ticket prices for the event.

F. RESTORATION FEE: Patrons who purchase tickets for events at the THEATRE will be charged a \$5.00 per ticket Restoration Fee. The Restoration Fee is also applicable to the COMPANY complimentary tickets issued by the COMPANY, and will be billed at \$5.00 per COMPANY complimentary ticket.

G. AUDITS: A Box Office audit will be taken of each performance. The COMPANY's Ticket Representative and a representative of the performing attraction may observe the audit if desired. If the Ticket Representative is not present, the COMPANY agrees to accept the Box Office performance audit as presented by the THEATRE. Performance audits will be based on system reports, unsold tickets and actual cash on hand. The Box Office performance audit does not necessarily indicate actual attendance: for such information a torn ticket count will be made if requested in writing by COMPANY.

H. CREDIT CARD PURCHASES: The THEATRE Box Office accepts telephone orders during regular business hours from patrons using MasterCard, VISA, American Express, JCB and Discover. The THEATRE retains the right to charge customers a per order processing fee on all telephone orders. The Box Office also accepts said credit cards from patrons who visit the Box Office in person during regular business hours. The THEATRE will bill the COMPANY for credit card purchase service fees at 4.5%. The Box Office reserves the right to accept cash only from patrons two hours prior to performance time.

I. REFUND AND EXCHANGE OF TICKET REVENUE: There are no refunds and/or exchanges for tickets once purchased. The THEATRE reserves the right to refund tickets for just cause, including but not limited to, seats blocked by equipment when exchange for comparable or better location is not possible, failure of projection equipment, or failure of an act to show or to go on stage within a reasonable time. In case of cancellation, the COMPANY must instruct the ticket purchasers to return to the place of purchase for refunds on tickets not purchased at the THEATRE Box Office. If there is any question whether a ticket was discounted or not, the THEATRE Director of Programming will make the determination concerning the amount to be refunded.

J. TICKET REPRESENTATIVE: The COMPANY will furnish the THEATRE Director of Programming with the name, address, and telephone number of the COMPANY's Ticket Representative. Said Ticket Representative will then be the sole person to deal with Box Office personnel and to observe performance audits. The Ticket Representative must be on Premises to observe performance audits. The Ticket Representative must be on Premises to resolve last minute ticket problems from 1 hour before the performance until 1/2 hour after curtain. If the COMPANY must change its Ticket Representative, the THEATRE Director of Programming must receive notification of such change no later than eight (8) hours in advance. The theatre also charges at \$4.50 TICKETING FEE that is charged to patrons at the point of purchase. This fee will also apply to any COMPANY complimentary tickets issued by the theatre at the request of COMPANY.

K. DISCOUNT TICKETS: The COMPANY must advise the THEATRE Box Office Manager, in writing, of its intention and plan to offer discounted and/or complimentary tickets. Information about reducing the price of tickets must include the precise amount of discount to be allowed, the precise number of tickets to be discounted, and the specific seats involved. In addition, any printed material advertising discounted prices must state conditions for redemption (length of time and where available, for example). Such discounts will be reflected in the final settlement between the COMPANY and the THEATRE.

L. COMPLIMENTARY TICKETS: The THEATRE reserves the right to monitor the use, number, and distribution of complimentary tickets by the COMPANY, and to use at its discretion twenty-eight (28) tickets for THEATRE complimentary seats selected from the center Orchestra, Loge and/or Balcony. THEATRE reserves the right to change the location of THEATRE complimentary tickets. THEATRE complimentary tickets not used by the THEATRE will be returned to public sale at 2:00pm HST two (2) days prior to the performance. COMPANY is not charged any fees for THEATRE complimentary tickets. At no time may the COMPANY offer more than one hundred thirty-five (135) complimentary tickets for a single performance unless approved by the Hawaii THEATRE Director of Programming. COMPANY is responsible for all fees for COMPANY "Complimentary" tickets, including the \$1 per ticket Box Office Fee and the Restoration Fee.

M. SEATING RESTRICTIONS: Pending receipt of detailed technical requirements by the THEATRE's Production Management office, a designated number of seats located in the rear of the orchestra level house left parterre shall be withheld from public sale in the event any of said seats shall be needed for sound or lighting equipment to be used in connection with the COMPANY's performance. Such equipment shall under no circumstances be placed in any other location in the auditorium. Upon receipt of technical requirements and determination that said withheld seats shall not be necessary, they shall immediately be released for public sale. In addition, the THEATRE Box Office shall withhold from public sale all ADA locations and house seats until such time as the THEATRE shall determine that they are not needed. The Box Office Manager will provide the COMPANY with a listing of specific restricted seats upon request.

N. DESCRIPTION OF PERFORMANCE: The COMPANY agrees to leave with the Box Office Manager prior to first day of public ticket sales, a short, accurate description of the performance to enable the Box Office staff to better inform the public about the COMPANY's event. Such description should include the length of acts or sections, a synopsis of plot, specific musical works, biographical information on artist(s), when intermissions occur and their approximate length, the show's running order, any special sight line or acoustical variation, or whatever, in the COMPANY's judgment, a patron might typically wish to know about the event.

O. TICKET AGENCY FEES: Any ticket agency fees incurred through the sale of tickets at outlets other than the THEATRE Box Office and its authorized outlets will be borne entirely by the COMPANY or PATRON. Please consult with the THEATRE's Box Office Manager regarding the THEATRE'S current approved ticketing outlets.

P. LIMITATIONS OF LIABILITY:

- CHILDREN THREE YEARS AND UNDER ARE NOT PERMITTED INSIDE THE AUDITORIUM UNLESS OTHERWISE NOTED BY THEATRE MANAGEMENT.
- ALL SALES ARE FINAL. NO REFUNDS OR EXCHANGES WILL BE MADE.
- ALL PATRONS ARE REQUIRED TO HAVE A TICKET FOR ADMISSION TO THE THEATRE. BABES IN ARMS ARE NOT PERMITTED.
- YOUR TICKET IS A MERE LICENSE TO ATTEND THE PERFORMANCE ON THE DATE AND TIME STATED. MANAGEMENT RESERVES THE RIGHT TO REVOKE THIS LICENSE, UPON REFUND OF FACE VALUE, FOR ANY REASON. THE HAWAII THEATRE WILL NOT BE RESPONSIBLE FOR THE REFUND OF ANY INTERNET CONVENIENCE FEES.
- TICKETS FOUND TO BE FRAUDULENT OR PURCHASED FROM UNAUTHORIZED SOURCES WILL BE VOID, AND MANAGEMENT IS NOT RESPONSIBLE FOR REFUNDS. AUTHORIZED SOURCES ARE THE HAWAII THEATRE BOX OFFICE AND TICKETS.COM. OTHER ONLINE TICKETING ENTITIES, AUCTION SITES (I.E. EBAY) AND INDEPENDENT BROKERS ARE NOT CONSIDERED AUTHORIZED AS OUTLETS.
- LATECOMERS WILL BE SEATED AT MANAGEMENT'S DISCRETION.
- NO PHOTOGRAPHS, AUDIO, OR VIDEO RECORDINGS MAY BE MADE OF THE PRODUCTION.
- ARTISTS AND PROGRAMS SUBJECT TO CHANGE WITHOUT NOTICE.

1130 Bethel Street, Honolulu HI 96813-2201; Phone (808) 791-1303 Fax (808) 533-4421

www.hawaiitheatre.com