

NYU SKIRBALL

JACK H. SKIRBALL CENTER FOR THE PERFORMING ARTS NEW YORK
UNIVERSITY

GENERAL POLICIES
GOVERNING THE USE OF THE SKIRBALL CENTER

September 1, 2017 – August 31, 2018

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As of 06-20-18 - Subject to change.

1.0 DEFINITIONS AND MISSION

General.

The staff of the Jack H. Skirball Center for the Performing Arts (the “Skirball Center” or the “Center”) is responsible for the enforcement of these policies, which are made a part of the Application for Use (the “Application”), Estimate of Expenses (the “Estimate”), and License Agreement (the “Agreement”) and will be binding upon the User. User acknowledges responsibility for the actions of all participants, artists, guests, and staff of the User, and must inform them of these General Policies prior to their entering the Center. User must be present or insure that an authorized representative is present in the Center at all times during User’s use.

Facility and Services.

The Skirball Center is the 860-seat, proscenium theater at the base of New York University’s (“NYU” or the “University”) Kimmel Center for University Life (the “Building”). The Center includes the theater and its upper and lower lobbies, dressing rooms, the rehearsal room on the stage level, and the backstage production office. The Center facility is equipped with significant, professional sound, lighting and digital video projection systems. It provides a professional backstage and front-of-house crew, a professional box office operation, and, where applicable, limited marketing support. The Center does not provide producing, production management, or stage management services.

Mission.

The mission of the Skirball Center is to be the premier venue for the presentation of educational, cultural, and artistic events for NYU and lower Manhattan. The programs of the Skirball Center reflect NYU's mission to be an international center of learning and culture, defined by excellence and innovation and shaped by an intellectually rich and diverse environment. A vital aspect of this mission is to expose young adult audiences to new cultural and artistic experiences that help them develop a lifelong interest in live performance. All events in the facility must be consistent with this mission.

Facility Use.

The Skirball Center is intended primarily as an educational and cultural resource for New York University. The facility is made available to other organizations for purposes that are consistent with, or enhance the mission of, the University and are in the interest of the community. The Center, in consultation with University administration, reserves the right to define and determine the appropriateness of a request to use the facility, as some proposed activities and events may be inconsistent with the educational mission of the University and the Center. Events are chosen based on educational and cultural value, not maximization of profitability. There are, however, substantial costs and fees associated with the use of the Center, which are the sole responsibility of the User, and are payable in advance.

University Organizations.

“University Organizations” are defined as academic departments, administrative units, colleges, institutes, student groups, or other organizations that have an official, recognized affiliation with New York University. All University Organizations must provide a valid chartfield number for payment of fees and expenses. The Estimate of Expenses and other necessary agreements must be signed by an individual authorized to commit resources and funds on behalf of the University

Organization. Payment by personal or third party check for an event produced by a University Organization is not permitted. Events by a University Organization must be organized and produced by the University Organization and must be primarily for the benefit of the University community with a majority of expected participants from the University community.

NYU Affiliated Users.

University Organizations may also book and sponsor events that are produced by a non-University Organization that is directly affiliated with such University Organization (“NYU Affiliated Users”). The Affiliated User and the nature of the event must be consistent with the educational and research mission of the University. The following requirements will apply specifically to events by NYU Affiliated Users:

An Application must be submitted by the sponsoring University Organization.

The sponsoring University Organization must be involved in the organization and production of the event and must receive substantial credit as a co-sponsor of the event on all publicity materials.

If the event is not open to the public, the sponsoring University Organization must receive an allocation of free or student-priced tickets for the event.

The sponsoring University Organization assumes all responsibility for expenses that are incurred by the NYU Affiliated Users or any associated third party.

The NYU Affiliated User must have liability insurance, in accordance with Section 4.0 of these Policies, which names the University as additionally insured.

An Agreement must be signed by the NYU Affiliated User.

Payment and applicable box office revenue will be handled directly between the Skirball Center and the NYU Affiliated User.

Other Organizations.

All other organizations that do not fall under the definition above are considered “off-campus organizations”.

Political and religious organizations or activities that are not formally associated with NYU must have sponsorship from a University Organization to receive consideration of their request to use the Center. The Skirball Center does not permit unsponsored religious or political events in the theater. In addition, the Skirball Center reviews sponsored political events to ensure that they comply with IRS regulations with respect to political campaign intervention and lobbying by tax-exempt organizations.

University Policies.

All facilities at New York University are governed by the Guidelines for the Use of University Facilities, available at http://www.nyu.edu/students/guide/policies/facility_use.pdf, the policies of New York University and the laws of New York City, New York State and the Federal Government.

2.0 RESERVATION POLICY

The Skirball Center operates on the University fiscal year ending August 31 and patterns its calendar on that basis. The Skirball Center management will accept applications in order to confirm bookings according to the following use priority and schedule:

- Priority I New York University President's Office - at all times;
- Priority II Skirball Center Performance Partners - up to 24 months in advance: public performances with related events and activities which are the product of the Tisch School of the Arts, the Department of Music and Performing Arts Professions, the Program Board, or non-university co-presenting partners that provide significant cultural value and are approved by the Center and the University;
- Priority III Other University Organizations- up to 18 months in advance: appropriate public or private performances and events by other university entities;
- Priority IV Off-Campus Organizations - up to 12 months in advance

For all events, the Senior Director of the Skirball Center, in collaboration with academic colleagues, evaluates possible programs to maximize the educational value of the programming in the Center. In all circumstances, User is expected to cooperate with the Center in maximizing educational value. The Center may provide higher scheduling priority to longer engagements (*e.g.*, one-week).

It is expected that all events will be booked a minimum of four (4) weeks in advance. The Skirball Center seeks to accommodate the largest number of clients while achieving its educational goals and financial obligations.

Therefore, timely submission of an application cannot guarantee the applicant a commitment on the date requested. When requested dates are not available, the Center staff will use their best efforts to find an alternative date on which the applicant can achieve its programmatic goals in the Center.

Reservation Process.

Calendar Inquiry - The best way to inquire about available dates is to obtain and submit a completed Application, which can be obtained at <http://www.nyuskirball.org/page/produce/apply>.

Otherwise, availability inquiries should be directed to Skirball's Administrative Coordinator at 212.992.8487. A report of dates available, in whatever manner reported, is not a guarantee of availability for subsequent hold or booking.

Courtesy Hold - The Center will hold a date as a courtesy for one (1) week. To retain this date, a completed Application must be submitted. If an Application has not been received within one (1) week of the date the hold was placed, the date will be released.

Firm Hold - A firm hold will be placed on applicable dates once an Application has been received and approved by the Senior Director of the Skirball Center. This hold will remain on the calendar while an Estimate is generated by the Operations Director. This typically takes place within four (4) weeks of receipt.

Estimate of Expenses - Prior to the signing of the Agreement between User and Center, the Center will provide User with an itemized Estimate associated with User's occupancy and activity in the Center as described by User. Calendar dates are not confirmed until User returns a signed Estimate along with a deposit in the amount of 50% of the total Estimate (the "Initial Deposit"). This signed Estimate will be made a part of the agreement between User and Center. To confirm the reservation and secure the date, a signed Estimate and deposit must be returned to the Administrative Offices within 5 business days from the date the Estimate was received by the User.

License Agreement - A fully executed Agreement must be signed by all off-campus organizations no less than sixty (60) days prior to the event date. At the time the agreement is signed, User is required to submit proof of insurance, proof of non-profit status (if applicable), and an Event Information Form. The Agreement must be fully executed before ticket sales, promotion of an event, or occupancy of space. Any violation of the above may result in the cancellation of the event. No event will be held in the Skirball Center without an executed Agreement signed by both parties.

Payment of Balance Due - The balance of the Estimate (the "Final Deposit") is due no later than thirty (30) business days prior to load-in. Center has the right to refuse access if terms of payment have not been met.

Challenges - Until Center has received User's signed estimate and deposit, a second party can challenge any holds on dates. Should a second party challenge by requesting a hold and demonstrating intent to sign an Estimate and pay a deposit, the organization with the hold will be notified in writing and will then have five (5) business days to return a signed Estimate and deposit. If the signed Estimate and deposit are not received by Center by 5:00 PM on the fifth business day, the challenged dates will be released to the challenging party. It is the Center's policy not to comment on the nature of a conflicting request.

Cancellation Policy – The Skirball Center's cancellation policy is as follows:

If User cancels the event *more than sixty (60) days* prior to the event, the Center may refund to User 50% of the Initial Deposit, minus any out-of-pocket expenses already expended by the Center in preparation for the event.

If User cancels the event *less than sixty (60) days but thirty (30) or more days* prior to the event, the Center may retain User's Initial Deposit, and shall refund to User any Final Deposit already paid minus any out-of-pocket expenses already expended by the Center in preparation for the event.

If User cancels the event *less than thirty (30) days* prior to the event, the Center may retain both the Initial Deposit and the Final Deposit and may invoice User for any out-of-pocket expenses already expended by the Center in preparation for the event.

If both the Initial Deposit and the Final Deposit have not been paid by the date that is thirty (30) business days prior to load-in, the Center may cancel the event and terminate the Agreement, in which case the Center may retain all amounts paid by User and the Center may invoice User for the unpaid balance plus any out-of-pocket expenses already expended by the Center in preparation for the event.

3.0 FEES AND PAYMENTS

Fees for the use of the facility, services, labor, equipment rental, and other fees shall be determined based on the Center rate card currently in effect. The User is solely responsible for all expenses related to its event. In no case shall the Center be responsible for expenses related to a User's event.

Off-campus organizations and NYU-Affiliated Users agree to pay applicable fees by check or money order made payable to "New York University, Skirball Center for the Performing Arts" or by an accepted credit card. Users receive a discount off for payment by certified check or money order.

University Organizations must provide a valid University chartfield number for the purpose of billing expenses related to their event. The University Organization agrees in advance to all expenses incurred for their event, either by the organization or by a third party associated with the organization. The Application and signed Estimate, which includes the University Organization's university account codes and authorizes payment to Center, serves as the agreement between the University Organization and the Center.

If actual direct expenses related to User's use of the Center are less than estimated and paid, Center will reimburse User the excess amount within sixty (60) days following the event. Any expenses which exceed the amount estimated and paid

shall, at NYU's discretion, be paid to NYU by certified check no later than thirty (30) days after the event or will be deducted from the User's net box office receipts as a part of its reconciliation of box office receipts (if applicable).

4.0 INSURANCE

Prior to any use of the Center by an off-campus organization, either for rehearsal, performance or any other use, and throughout the period of such organization's use of the Center, the off-campus organization will, at its own expense, procure and maintain the following insurance coverage in a form and with a carrier or carriers satisfactory to the NYU's Director of Insurance:

Workers' Compensation insurance as required by New York State laws, or as required by any other applicable law or laws covering all of User's employees engaged in work at the Skirball Center. Such Workers' Compensation insurance shall include Employer's Liability coverage with a minimum limit of \$500,000 per occurrence for all employees not otherwise directly subject to any Workers' Compensation laws.

Commercial General Liability insurance and excess/umbrella insurance, if necessary, including at least the following coverage with a combined limit of not less than \$2 million for each occurrence and \$4 million in the annual aggregate: third party liability insuring bodily injury and property damage, personal injury including emotional trauma, and contractual liability for all the liability User assumes under the Agreement and fire legal liability insurance with a liability limit of not less than \$100,000 per occurrence.

If automobiles are being used in connection with the event, automobile liability insurance with a combined personal injury (including death) and property damage limit of at least \$2,000,000 per occurrence for all owned, non-owned, leased and hired vehicles in User's

use at or in connection with User's use of the Skirball Center or the Building or of any adjacent or contiguous property.

The commercial general liability insurance shall name New York University, its trustees, officers, employees and agents as an additional insured, pursuant to the terms of the contract, as their interest may appear. A Certificate or Certificates of Insurance evidencing procurement of the foregoing insurance shall be delivered to NYU Skirball within thirty (30) business days of the event. Such certificate(s) shall state the effective date and the date of expiration of User's policies.

5.0 GENERAL FACILITY REGULATIONS

Smoking is prohibited in all areas of the Building.

Food and beverage are strictly prohibited in seating and performance areas. Alcoholic beverages are not permitted onstage, backstage, or in dressing rooms.

Controlled substances are not permitted anywhere in the Center.

Animals are prohibited in all areas, except service animals, and as required on stage for events.

Fire and safety regulations shall be in accordance with the University, City, and State codes and shall be enforced by the Operations Director.

Open flame, fireworks, flash pots, or other pyrotechnic devices are strictly prohibited. Any requests to use airborne effects (fog, smoke, snow, confetti, etc) must be made in writing at least two weeks in advance.

Two wire electrical devices, except where internally grounded and insulated, are prohibited.

User shall not erect or operate within the Building any engine or machinery powered electrically, manually, or by air or steam, except on stage in approved commercial theatrical devices. No oil-burning fluids, kerosene, solvents, gasoline, or other highly volatile fluids shall be used for any purpose.

Materials or equipment containing asbestos are prohibited.

No sign or banner may be affixed to any surface without prior approval.

6.0 VENUE MANAGEMENT, CONTROL, AND STAFFING

The Skirball Staff is responsible for the operation, safety and security of the Center and the public, and shall manage the facility accordingly at all times. All aspects of the operation and management of the facility, including start times, theater temperature and ventilation, sound control levels, security, fire safety procedures and other event management related aspects shall be at the discretion of the Operations Director.

Non-Exclusivity.

Center will make reasonable efforts to schedule the theater so that User will have sole use of the facility when it is in occupancy. In certain cases, User will not necessarily have this opportunity during the entire occupancy period. The Center has the right to schedule other organizations and events in the theater when the User is not scheduled to be in the space, so long as this does

not interfere with the User's ability to present its event in accordance with the schedule as agreed to in advance by the User and the Center. The scheduling of additional events in the Center during the unused portion of User's period of occupancy will not result in a reduction of use fees. It is understood that there may be other activities happening throughout the Building simultaneously with the licensed use.

Staffing.

All Users are obligated to use the Center's technical and front of house personnel, billed hourly and at the expense of the User. The Center shall determine the appropriate labor needs for each event based upon User's event requirements. At the discretion of the Center, outside labor under the employ of User may be used for technical crew and house staff, but all activities and work shall be under the direction and control of the Operations Director or designated representative of the Center at all times. The Operations Director will have the right to approve or reject any personnel proposed by the User for any reason.

As a guide, the minimum technical crew for all events will include:

- 1 Lighting Technician
- 1 Audio Technician
- 1 Stage Technician/Fire Guard
- 1 Stage Technician (Video, Spotlight, etc.)

Please note only the simplest of events (lectures, meetings, classes, etc) are able to operate with minimal crew

These technicians will open the facility, provide requested equipment and support, and close the facility. Additional stagehands will be contracted by the Center based on the activity to take place on the stage, and/or the number of performers on any given event. In the event that Center follow-spots are used, the Center will supply the operator. It is typical for additional personnel to be contracted by the Center for load in and load out.

Ushers.

In accordance with fire safety regulations, a minimum of eleven (11) Skirball ushers and house staff are required for all reserved seat ticketed events. For private, general admission events, the Center may reduce this number, at its sole discretion and in accordance with fire safety regulations.

User Personnel.

User shall provide the Center with a list of all personnel (and their functions) who will need access to the Center no later than 24 hours prior to load-in. A designated representative of User must remain in the Center until load-out has been completed. At no time will the User or any third party representative or staff be permitted to handle or use in any way the Center's equipment without the permission of the Operations Director or designated representative of the Center.

Persons not directly related to the production are not allowed in the control, observation, or projection booths, or backstage during rehearsals or performances except with prior permission from the Center and valid ID.

Union Affiliation.

Center technicians are represented by Local 3882, New York State United Teachers, AFT, AFL-CIO. User's obligations to members of any other union will not invalidate its obligations to hire and compensate Center's Local 3882 technical department crew heads.

7.0 PRODUCTION POLICIES**Technical Requirements Deadline.**

User must provide the Center with the complete technical requirements for User's event, including lighting and sound requirements and stage plots, no later than four (4) weeks prior to the event. Failing to alert Center to special effects that make use of, or produce fire, smoke, ice, water, synthetic snow, confetti or balloons will be considered breach of contract and may put User's event in jeopardy as well as incur fines.

Length of Day.

The payment of the applicable use fee entitles User to active occupancy of the space with a crew for up to 12 hours in a single 24-hour period. User may request additional hours of activity in the space by making a request to the Operations Director and paying an additional fee for every additional hour.

Production Manager.

All performance events must be facilitated and supervised by a professional production manager who is approved by the Operations Director but arranged and compensated by User. No performance events will be permitted without such a production manager.

Deliveries.

No deliveries can be accepted on behalf of a User outside of contracted access times.

Scenery.

All scenery, drops, or rigging brought into the theater must be accompanied by the User's detailed plans to support, secure or hang such items. The Center will not permit any installations that it deems unsafe. Drilling, stapling and nailing into the floor or walls of the theater are all strictly prohibited, as is the use of tape or adhesive likely to leave a residue or pull up paint.

Flameproofing.

No scenery drops, properties, decorations, or other combustible effects shall be placed on any stage or any platform, unless they are made from a nonflammable material or treated with an effective fire-retardant solution and maintained in a nonflammable condition in accordance with the New York City Fire Code. User is

required to provide the Center with a certificate stating the nonflammable treatment of each item mentioned above. The certificate must include: a) a certificate of fitness number and expiration date for the licensed person who inspected the scenery; b) calendar number; and c) signature of a notary public.

Site Visits.

Once an event is confirmed User may contact the Operations Director to schedule a technical scout/site visit. During this visit User will have the opportunity to meet with a technical and/or a front-of-house representative, depending on the needs of the event. Site visits can only be scheduled during normal business hours, and there is no guarantee that the theater will not be in use by another User for another event at the time of the site visit.

User is entitled to one walk through/site visit/scout per confirmed event. Additional visits may only be requested due to extremely complex installations or at the request of Skirball Center personnel. Additional fees will apply per additional site visits outside of the scope outlined above.

While general inquiries are always welcome, no detailed planning sessions may be scheduled prior to User's event being confirmed.

8.0 BACKSTAGE PERSONNEL WORK RULES

Responsibilities.

Technicians should not be asked to run errands that will take them outside of the Skirball Center. The Center's technicians are on call to maintain and protect the space as well as to assist User with its event. The crew's call begins a minimum of one hour before User's personnel arrive and continues for a minimum of one-half hour after the event duties are finished. They are required to stay until all audience and performers have left and the theatre and its equipment have been restored to its standard plot and state. The set-up, clean-up, and lock-up time will be included in User's labor bill.

Overtime.

Crew members receive 1.5 times the base rate after ten (10) hours in a single day or forty (40) hours in a week, as well as for each hour worked between 12:00 AM and 8:00 AM.

Meal Break.

After five (5) consecutive hours of work, all crew members must receive a one (1) hour meal break. In the event that it becomes necessary for a crew member to work longer than five hours without a break, assuming he/she is agreeable to do so, he/she will be compensated with an extra hour of salary. This extra hour will be added to the crew member's total hours worked for the applicable period and may be billed at the overtime rate if applicable.

Additional Calls.

Center crew may not be able to continue to work past the originally scheduled call time. In the event that it is necessary to add time to a call, or increase the number of crew persons at the last minute please be aware that this will only be possible if: 1) the Center is made aware of the request in advance; 2) the space is available and 3) the crew is available.

The Center cannot guarantee that it will be able to provide User with additional crew members, unless the request is made five (5) business days in advance of the call.

If additional crew work time becomes necessary, and the crew and space are available for this time, then the Center will not refuse reasonable requests for additional time. There must however be a producer, or producer's representative, on site who has the power to guarantee, in writing (through a Labor Adjustment Authorization Form), payment for additional crew hours. Crew hours that are requested after the execution of the contract will be added to the crew member's total hours worked for the applicable period and may be billed at the overtime rate if applicable.

Inconvenience Pay.

If an additional crew call is scheduled with less than twelve (12) hours notice, or with less than an eight (8) hour break between calls, then crew members will receive 1.5 times the salary

listed on the rate card for their work on the additional call.

9.0 HOUSE EQUIPMENT

Lighting.

The Center makes available a fully focused and colored repertory light plot to all incoming companies. <https://nyuskirball.org/about/technical-specifications/>

Sound.

The Center makes available professional sound reinforcement equipment to all incoming companies. <https://nyuskirball.org/about/technical-specifications/>

Perishables and Equipment Rental.

While all sound and lighting equipment in our inventory is available as part of the use fee, additional charges will apply for tape, specific gel colors and other perishable items. Users should inquire with the Production Manager regarding the availability and cost of these items.

The Agreement may also specify the rental of additional equipment not owned by the Center. If the Center makes arrangements to rent additional equipment, User agrees to assume the expense of such equipment rental and delivery plus 20% of the total of rental and delivery cost.

Alternatively, User may arrange for the rental of such equipment; however, User shall be responsible for the cost, delivery, pickup, and payment of such equipment. The Center does not make any guarantee with respect to the quality and function of such additional equipment it rents on behalf of User.

10.0 BOX OFFICE AND TICKETING

Tickets are required for all events. The Skirball Center's University Box Office will manage the ticketing for all events. No person, regardless of age, will be admitted to an event in the Center without a ticket. Ticketing is required as a means to control audience access so that audience attendance does not exceed venue capacity.

Tessitura is the online ticket sales service and Turnstyles Ticketing handles telephone single ticket sales for Skirball Center events and performances. User shall not enter into an agreement with any ticket agency or box office with regard to an event at the Center, nor may User print tickets or otherwise create and sell their own tickets. Notwithstanding the foregoing, User may enter into an agreement with a discount ticket agency, provided that User has obtained the prior, written permission of the Center.

Under no circumstances should Event Brite be used to register attendees for events at the Center.

Information for ticket printing must be provided to the Center via the Event Marketing and Ticketing Information Form (the "EIF") at least ten (10) business days prior to the event going on sale. In the event that User is an off-campus organization, no tickets will be printed or made available for sale until such User has signed an Agreement with Center, delivered a deposit, and fully completed the EIF. In the event that User is a University Organization, such User must sign and return the Estimate authorizing transfer of User's funds and submit a completed EIF before tickets may go on sale.

Ticketing Services.

Standard ticketing services include set-up of event(s) for online, phone and walk-up sales including set up of up to five (5) public ticket prices, up to five (5) discount codes (excluding required discounts), placement of holds for comp and consignment tickets and seat kills.. Standard services include set-up of one (1) automated ticket sales report sent out to up to five (5) email addresses on a daily or weekly basis and two (2) patron reports – one before the event and one after.

No hard tickets may be taken off site for sale or distribution.

Expanded and Premium Ticketing Services beyond the parameters listed above are available. Please contact the Ticket Services Manager for more information.

Free Events.

RSVP or a voucher exchange system may be used for events with free admission. Tickets will still be required for entry. RSVP or voucher language must be approved and verified for accuracy by the Center before distribution or promotion.

Ticket Exchange for Paid Events.

Tickets for events that are part of a larger paid event (i.e. conferences, festivals, etc.) or events that are by invitation only (i.e. galas, private events) may be sold by User with the advance written approval of the Center. Skirball Center tickets will still be required for entry. Skirball Front of House and University Box Office personnel will accommodate a ticket exchange for entry into the theater.

Ticketing Fees.

User fees for ticketing services include a per ticket fee with a per performance minimum (.25 per comp ticket and .50 per sold ticket). A 7.5% service charge is included in all purchases made by credit card and Campus Cash, which service charge is retained by the Center.

Additional fees may apply to customers purchasing tickets by phone or online. A service fee per ticket, with a minimum of \$2 and not to exceed \$6.00, is charged to customers purchasing tickets online or by phone. An additional \$2 per order fee is charged for phone orders. Package fees are \$10 per package. These fees are retained by the Center and not calculated as part of the Gross Receipts for any event.

Purchasing Methods.

Tickets can be purchased three ways:

Online at www.nyuskirball.org. Center can provide a direct ticketing link for use on User's website or other electronic marketing.

By phone at 888-611-8183, Monday through Friday between 9:00 AM and 9:00PM and 10:00 AM through 6:00 PM on Saturday and Sunday.

In person at the Shagan Box Office located in the Center's lobby at 566 LaGuardia Place (the "Box Office"). During the academic year (September-May), regular box office hours are Tuesday – Saturday, from 12 – 6 p.m. plus two hours prior to performance. Summer and holiday hours may differ.

Box Office Reconciliation and Transmittal of Client Monies Due.

Ticketing Services can prepare and deliver to User a report summarizing all ticket sales conducted by the Center and its online sales agent at any time, upon request. A final reconciliation will be delivered within ten (10) business days after completion of the event.

Receipts from the Box Office, including online sales, will be remitted to University Organizations, less all ticketing charges and any additional charges and fees incurred by User for overtime, additional services, etc., within sixty (60) days after User's event. Payment shall be made by internal journal transfer.

The calculation and payment of box office receipts, advance payments, and settlements for off-campus organizations shall be determined by the Agreement. All payments shall be made by University check made payable to User in accordance with the Agreement.

House and Emergency Seats.

The Center reserves the use of ten (10) pairs of tickets at locations of the Center's choice for each performance, for use at the Center's discretion and at no cost to the Center. Except for five (5) pairs of emergency seats, any unreserved tickets will be released at least two (2) hours prior to the event.

VIP/Complimentary Tickets.

User must deliver a final list of VIP and/or complimentary tickets to the Box Office no later than 5pm on the day prior to the event. All patrons must have a valid ticket. No "walk-ins" are allowed.

Under no circumstances will tickets released to the User be reprinted by the box office in the event they are lost or otherwise unaccounted for.

Allocations and Discounts for University Audiences.

While available to off-campus organizations, the Center's primary responsibility is to the NYU community. Therefore, all Users must make available certain ticket price discounts to various segments of that community. User will make available at least twenty-five percent (25%) of total tickets to NYU students at a maximum price of \$15. Additionally, User shall make available at least twenty percent (20%) of total tickets to University faculty, staff and alumni at a discount of no less than fifteen percent (15%) of the face value of the ticket. The tickets will be available on a first-come, first-served basis. No restriction may be imposed by User on the seat locations associated with these discounted tickets.

Capacity.

At no time shall the number of tickets sold, comped, or otherwise distributed exceed the posted capacity of the venue. The capacity for the venue shall be determined by the seating capacity less any seats removed for sale or distribution for production or other purpose. "Standing Room" is not permitted in the Skirball Center.

11.0 SECURITY

Normal event security, as determined by the Center's Operations Manager, is included in the Front of House package. Supplemental security may be required when alcoholic beverages are served or for high-profile events, as mutually agreed upon by User and Center. User will be charged accordingly for the supplemental security personnel or additional time.

12.0 PHOTOGRAPHY, RECORDING, STREAMING AND BROADCAST

Unless the Center has delivered its prior written consent, User or User's agents or representatives may not photograph, film, record, broadcast, stream or reproduce any rehearsal, performance or parts thereof in or about the Center without prior express written approval of the Center. Should permission be granted, equipment must be set up prior to the opening of the house and may in no way interfere with or distract from the event. Requests to photograph, record, stream or broadcast the event must be submitted no later than two (2) weeks prior to the performance.

User shall be responsible for the payment of all fees, costs, or other charges related to such activity, including an additional charge payable to the Center for permission to record, stream or broadcast. User agrees to provide Center with a copy of photographs or recordings made in the Center. If the person performing such photography or recording is not an employee of User, User shall be required to provide the Center with proof that such third party has insurance in accordance with the requirements set forth in Section 4.0 above. The terms of any permission granted hereunder shall be set forth in an amendment to the Agreement, which shall include the Center's specific requirement with respect to crediting.

Any User wishing to record their Event for Broadcast on tv, record for resale, record by an outside company for non-news purposes, or record for any other non-archival purposes will be charged a Broadcast fee. Any User wishing to record their Event for livestreaming over the internet or later distribution over the internet will be charged a livestreaming fee.

For University Organizations, a broadcasting or livestreaming fee shall be charged for any event that is recorded for the benefit of a non-NYU organization.

13.0 MARKETING AND PUBLICITY

Any press release, advertising or other promotional materials relating to User's event shall include the Skirball name and logo (in a form to be provided by the Center) and the Center's standard-form "blurb". Such materials shall refer to the Skirball Center as "NYU Skirball Center". User shall submit to the Center all such marketing and publicity materials, including any and all radio, television, newspaper and other advertising, press releases, public service announcements, placards, programs, posters, flyers, program copy, postcards or other written or printed matter or electronic media, or any photograph, motion picture, television tape, recording or other items, materials, or documents which relate to the event for the Center's approval, at least ten (10) days prior to its intended publication, broadcasting or other use. In no event shall any of the foregoing materials suggest that the University is sponsoring or endorsing the event.

Requirements for the use of the Skirball Center name and logo in press and publicity materials as well as guidelines on collaborative promotional opportunities, programs, advertising, and sponsorships are explained in detail in the Center's **Marketing, Press, and Publication Policies**. User will receive this document once the event is confirmed and User agrees to abide by these policies. Additional terms with respect to marketing and advertising and use of the name and logo of the Center and the University will be set forth in Section 8 of the Agreement.

14.0 SPONSORSHIP AND FUNDRAISING ACTIVITIES

As part of its Application, Users must declare and describe all receptions, benefit activities, or

other fundraising activities that will occur in the Center, together with the name of any sponsors and the name of any individual or organization that will be the beneficiary of such an event.

Sponsorships and fundraising activities are subject to agreement in writing. Not all sponsorships or fundraising activities are appropriately affiliated with the Center. Center may request additional information about such activities prior to granting approval. Center reserves the right to withhold its approval of these activities or restrict the visibility of the sponsorship for any reason. Sponsorship and fundraising agreements are reviewed by the legal and tax departments for the purposes of ensuring the Center is in full compliance with all laws and regulations.

The placement, prominence and wording of credit to corporations and other sponsors of events is subject to limitations to be determined by the Center after consultation with the User, including without limitation the following: a) The Center does not permit the onsite distribution of products manufactured or sold by a corporate sponsor. b) The Center does not permit sponsorships by companies selling alcohol, tobacco or erotica. c) The Center does not permit large-scale signage in the upper lobby or in front of the theater on the street acknowledging corporate sponsors.

Contributions and Donations.

The collection of money (cash, check or credit card) on site as any form of contribution, donation or ticket sale circumventing the Center's Box Office is not permitted. The collection of donations and contributions is not permitted whether voluntary or otherwise.

15.0 CONCESSIONS AND EDUCATIONAL MATERIALS

Concessions.

Food and beverage concessions service shall be at the discretion of the Center.

Educational Materials.

The Center permits the sale of educational materials directly related to User's event. Approval must be obtained in writing from the Center no less than ten business (10) days in advance. For the privilege of the sale of any such merchandise, User will remit, in cash, twenty percent (20%) of revenues collected after deducting taxes at the end of the event. User is responsible for remitting sales tax. Sales will be confined to areas designated by Center management.

16.0 SPECIAL EVENTS

Food and Drink.

Top of the Square Catering is the exclusive agent for catering services at the Center. Catering must be arranged separately by User, and User is responsible for all costs and expenses relating thereto. Top of the Square Catering can be reached at 212-998-4694.

Facilities.

The Building contains facilities for banquets, receptions (up to 450 in the Rosenthal Pavilion on the 10th Floor) and conferences.

Subject to availability and additional charges, these can be reserved through Kimmel Reservations at kimmel.reservations@nyu.edu or 212.998.4900.

Although the Center communicates closely with Top of the Square Catering and the Building staff, their services and operation are completely separate from the Skirball Center. All arrangements must be made separately.