

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

**GENERAL POLICIES
GOVERNING THE USE OF THE SKIRBALL CENTER**

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As of 02-2022 – Subject to change without notice.

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 as 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. Users acknowledge 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. The User must be present, or insure that an authorized representative is present in the Center at all times during the User’s use of the Center.

Facility and Services.

The Skirball Center is the 853-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 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 is 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 definitions 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, found [here](#), the policies of New York University, and the laws of New York City, New York State, and the Federal Government.

All Users agree to abide by the NYU Policy on Health Requirements Related to the COVID-19 Pandemic, found [here](#).

If the program or activity for which the NYU facility is being utilized involves the participation of minors (i.e., persons under the age of 18 who are not enrolled in or accepted for enrollment in a degree-granting program at NYU), then the User will comply with the NYU Protection of Minors Policy, found [here](#), and the User acknowledges they will not be granted access to any NYU

facility until it has registered its program or activity with NYU's Office of Youth Programs Compliance and provided all required information and documentation as required by such policy. For any questions regarding the policy, please contact PeopleLink at askpeoplelink@nyu.edu or 212-992-LINK (5465).

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 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 Executive 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, the 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 submit a completed Application, which can be found [here](#).

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 Executive 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 the User and the Center, the Center will provide the User with an itemized Estimate associated with the User's occupancy and activity in the Center as described by the User. Calendar dates are not confirmed until the 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 the User and the Center. To confirm the reservation and secure the date, a signed Estimate and deposit must be returned to the Administrative Offices within five (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, the 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. The Center has the right to refuse access if terms of payment have not been met.

Challenges - Until the Center has received the User's signed estimate and initial 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 the 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 the User cancels the event *more than sixty (60) days* prior to the event, the Center may refund to the User 75% of the Initial Deposit paid.
- If the User cancels the event *less than sixty (60) days but thirty (30) or more days* prior to the event, the Center may refund to the User 50% of the Initial Deposit, and shall refund to the User any Final Deposit paid.
- If the User cancels the event *less than thirty (30) days* prior to the event the Center may retain the Initial Deposit and the Final Deposit and may invoice the 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) 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 the User and the

Center may invoice the 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 rates currently in effect. The User is solely responsible for all expenses related to their 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 for payment by certified check or money order. Payment by credit card will incur a 10% transaction processing fee. The form can be found [here](#).

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 the User's use of the Center are less than estimated and paid, the Center will reimburse the User the excess amount within sixty (60) days following the event.

Any expenses which exceed the amount estimated and paid shall 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 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 the 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 insurance covering bodily injury and property damage, personal injury including

emotional trauma, and contractual liability for all the liability the 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 the User's use at, or in connection with, the 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 the Skirball Center within thirty (30) business days of the event. Such certificate(s) shall state the effective date and the date of expiration of the User's policies.

5.0 GENERAL FACILITY REGULATIONS

- Smoking is prohibited in all areas of the Building.
- Food and beverages are strictly prohibited in seating and performance areas. Beverages purchased at the Skirball Center's Concession Stand that come in a cup with a covered lid are permitted. 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 dogs, and as required on stage for events. The ADA defines a service animal as any guide dog, signal dog, or another animal individually trained to provide assistance to an individual with a disability.
- 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 (2) weeks in advance.
- Two wire electrical devices, except where internally grounded and insulated, are prohibited.
- The 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 Center 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.

The Center will make reasonable efforts to schedule the theater so that the User will have sole use of the facility when it is in occupancy. In certain cases, the User will not always 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 the 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 the User's event requirements. At the discretion of the Center, outside labor under the employ of the 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 usual technical crew for all events will include:

- 1 Lighting Technician
- 1 Audio Technician
- 1 Stage Technician (A2, Stage Hand)
- 1 Stage Technician/Fire Guard
- 1 Technician (Video, Spotlight, etc.)

At no time will there be less than four Technicians assigned to an event. Please note that 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 the Center's follow-spots are used, the Center will supply the operator(s). 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 Center 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.

The 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 the 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. The User's obligations to members of any other union will not invalidate its obligations to hire and compensate the Center's Local 3882 technical department crew heads.

7.0 PRODUCTION POLICIES

Technical Requirements Deadline.

The User must provide the Center with the complete technical requirements for the User's event, including lighting and sound requirements and stage plots, no later than four (4) weeks prior to the event. Failing to alert the 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 the User's event in jeopardy as well as incur fines.

Length of Day.

The payment of the applicable use fee entitles the User to active occupancy of the space with a crew for up to 12 hours in a single 24-hour period. The 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 events must be facilitated and supervised by a professional production manager who is approved by the Operations Director but arranged for, and compensated by, the User. The User's Production Manager, or their designee, shall be in communication with venue technicians throughout the event or performance, coordinating the timing and execution of all lighting, sound, video, and other staging moves or effects. No event will be permitted without a Production Manager.

Deliveries.

No deliveries can be accepted on behalf of the User outside of contracted access times. All items

brought into the Center must be removed by the User no later than the end of the contracted access time.

Scenery.

All items, including scenery, drops, and 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 permitted into the Center, 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. The User is required to provide the Center with a certificate stating the non flammable treatment of each item mentioned above. The certificate must include: a) Name, Certificate of Fitness Number, and Expiration Date of person who performed flame-retardant treatment/testing; b) Date of treatment and/or testing; c) Name of manufacturer of flame-retardant chemical or inherently flame retardant drape; d) Description of material(s) treated; e) Period of flame resistance effectiveness.

Site Visits.

Once an event is confirmed, the User may contact the Operations Director to schedule a technical scout/site visit. During this visit the 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. The 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 the User's event being confirmed.

8.0 BACKSTAGE PERSONNEL WORK RULES

Responsibilities.

Technicians work in the Skirball Center and its associated spaces only, and shall 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 the User with their event. The crew's call begins a minimum of one hour before the 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 members and performers have left and the theater 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 the User's labor bill.

Overtime.

Crew members receive 1.5 times the base rate after working 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 meal-break, assuming they agree to do so, they will be compensated with an extra hour of salary at the prevailing rate, and will be given a 30 minute meal-break commencing no later than the start of the sixth consecutive hour of work. 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.

Additionally, all crew members must receive a fifteen (15) minute break halfway through each call (e.g. if working 9am - 1pm, meal break 1pm - 2pm, and working 2pm - 6pm, fifteen minute breaks would be at 11am and 4pm).

Additional Calls.

The Center's 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 members at the last minute, please be aware that this will only be possible if: a) the Center is made aware of the request in advance; b) the space is available, and c) the crew is available.

The Center cannot guarantee that it will be able to provide the User with additional crew members, unless the request is made at least 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, the Center will not refuse reasonable requests for additional time. However, there must 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 requested after the execution of the Agreement 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. More information can be found [here](#).

Sound.

The Center makes available professional sound reinforcement equipment to all incoming companies. More information can be found [here](#).

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, the User agrees to assume the expense of such equipment rental and delivery plus 20% of the total of rental and delivery cost.

Alternatively, the User may arrange for the rental of such equipment; however, the 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 the 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 and to manage venue capacity.

Tessitura is the ticketing software used by the University Box Office. Spectrum Ticketing handles telephone single ticket sales for Skirball Center events and performances. The User shall not enter into an agreement with any ticket agency or Box Office with regard to an event at the Center, nor may the User print tickets or otherwise create and sell their own tickets. Notwithstanding the foregoing, the User may enter into an agreement with a discount ticket agency, provided that the User has obtained prior, written permission of the Center.

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

Under no circumstances will the Box Office manage a waitlist for sold out events.

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 the User is an off-campus organization, no tickets will be printed or made available for sale until the User has signed an Agreement with the Center, delivered an initial deposit, and fully completed the EIF. In the event that the User is a University Organization, the User must sign and return the Estimate authorizing transfer of the User's funds via Chartfield and submit a completed EIF before tickets may go on sale.

Additionally, prior to the event going on sale, it is the Users responsibility to confirm and communicate to the Operations Director and Box Office Manager all seating locations to be held off sale (e.g. for Production Seats, Cameras, Sightlines, or any other purposes).

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 Box Office Manager for more information regarding these services and their associated costs.

Free Events.

Tickets are required for free events and ticketing and the collection of RSVP's will be managed by the University Box Office. The Box Office will collect no more than 1,200 RSVPS for free events. RSVPing does not guarantee an audience member a ticket. The free tickets will be distributed starting two (2) hours prior to the event on a first come, first served, basis. This information must be clearly communicated in any advertising of the event by the User. The Box Office is not able to track specific individual's attendance. However, the Box Office is able to share the names of those who RSVP'd to the event. There is a limit of up to two (2) tickets per RSVP.

Ticket Text.

The User will supply the Box Office ticket text in the EIF to be included on each individual ticket. The Box Office will send a ticket proof to the User for approval. A sample of an individual ticket can be found [here](#).

The limitations for ticket text are as follows:

- 1st line - 41 characters including spaces
- 2nd line - Title (21 characters including spaces)
- 3rd line - 41 characters including spaces

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 the 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.

Purchasing Methods.

Tickets can be purchased online, over the phone, or in person.

Online sales are at tickets.nyu.edu. The Center can provide a direct ticketing link for use on the User's website or other electronic marketing.

Phone sales are at (888) 611-8183, Monday through Friday between 9:00 AM and 9:00 PM and Saturday and Sunday between 10:00 AM and 6:00 PM.

In person sales at the NYU 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 through Saturday between 12:00pm – 6:00pm, and two hours prior to performances. Summer and holiday hours may differ.

Ticketing Fees Charged to Organizers.

Event organizers pay a per ticket fee (\$0.25 per comp ticket, \$0 .50 per sold ticket, and \$1.00 per consigned ticket) along with a 7.5% service charge on all purchases made via credit card and Campus Cash.

Ticketing Fees Charged to Customers.

Individual tickets buyers purchasing by phone, in person, and/or online are charged a facility fee. Individual ticket buyers purchasing online or by phone are also charged a convenience service fee. These fees are retained by the Skirball Center and are not calculated as part of the Gross Receipts for an event.

House and Emergency Seats.

The Center reserves a total of twenty (20) seats per event. The seat locations are of the Center's choice for each performance and will be used at the Center's discretion and at no cost to the Center. Those seat locations are as follows: C 112-115; Q 112-115; K 101-104; I 1, 3 & 2, 4; J 1, 3 & 2, 4. Seats may be released closer to the start of the event if not utilized.

VIP/Complimentary Tickets.

The 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.

Discounts.

Five (5) discount codes are included in the ticketing set up fee. If the User wishes to use discount codes to promote their event, the User must submit the following information no less than three (3) business day prior to the distribution: a) Unique Code name (no more than 8 numbers and/or characters); b) discount amount to the regular price tickets (20% off or \$10 off), and c) any restrictions (per order limit, overall discount usage limit, section restrictions, or purchase restrictions such as Box Office or web only). Discounts will be rounded to the nearest dollar. There is a limit of 2 (two) tickets per NYU community member.

Allocations and Discounts for The University.

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. The User will make available up to twenty-five percent (25%) of total tickets to NYU students at a maximum price of \$15. Additionally, the User shall make available up to 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 the User on the seat locations associated with these NYU discounted tickets.

Please note that tickets are not kept off sale to the general public to satisfy these percentages, and it is possible that the general public purchases all tickets at full price prior to these University percentages being met. In the unlikely event that the University Community aggressively purchases tickets the quantities will be capped at the above percentages.

Allocations and Discounts for NYU Skirball Members.

NYU Skirball Members will receive up to thirty percent (30%) off tickets. NYU Skirball Members will also be included in any pre-sales offered by the User. Member benefit information can be found [here](#). No restrictions may be imposed by the User on the seat locations associated with these NYU Skirball Member discounted tickets.

Pre-sales.

If the User wishes to offer a pre-sale, it is expected that the User communicates this to the Box Office at least one week prior to the first day of general sales. If a pre-sale is available, the offer is required to include NYU Skirball Members.

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 purposes.

“Standing Room” is not available or permitted in the Skirball Center.

11.0 SECURITY

During operational hours the Kimmel Center has a security guard stationed at the front desk and the loading dock. During summer, weekends, and certain holidays, because there is no Kimmel security scheduled, at least one guard will need to be added for the User’s entire access time. There is no dedicated security guard assigned to the Skirball Center unless requested or determined to be required by the Center’s Operations Director. Supplemental security will be billed to the User.

12.0 PHOTOGRAPHY, RECORDING, STREAMING, AND BROADCAST

Unless the Center has delivered its prior written consent, the 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.

The 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 the 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 the User, the 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. 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 live streaming over the internet or for later distribution over the internet will be charged a live streaming 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

Marketing and Press Materials shall refer to the Skirball Center as "NYU Skirball" or "NYU Skirball Center for the Performing Arts." The User shall submit to the Center all 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 [Press, Marketing, and Publications Policies](#). The User must agree 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, along 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. The Center may request additional information about such activities prior to granting approval. The 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 may limit 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, and 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 the User's event. Approval must be obtained in writing from the Center no less than ten business (10) days in advance of the event. For the privilege of the sale of any such merchandise, the User will remit, in cash, twenty percent (20%) of revenues collected after deducting taxes at the end of the event. The User is responsible for remitting sales tax. Sales will be confined to areas designated by the Center's management.

16.0 SPECIAL EVENTS

Food and Drink.

Catering must be arranged separately by the User through the Center's exclusive agent, Chartwells. The User is responsible for all costs and expenses relating to catering. Contact the Center for more detailed information regarding catering or contact Chartwells at plated@nyu.edu.

Facilities.

The Building contains facilities for banquets, receptions (up to 450 in the Rosenthal Pavilion on the 10th Floor), and conferences. Space is subject to availability and additional charges. These spaces can be reserved through Kimmel Reservations at kimmel.reservations@nyu.edu or (212)998-4900.

Although the Center communicates closely with Catering and Building staff, their services and operations are completely separate from the Skirball Center. All arrangements for catering and usage of other facilities must be made separately.