



CCI - Ontario Presenting Network

Best Practices Manual

**(Box, Office, Front-of –house, Rental
and Artist Contractual Practices)**

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March 28, 2006

Updated February, 2007

1. Introduction

The following document summarizes the practices and policies of a small sample of CCI presenting members. Members were asked a series of questions about four areas pertaining to the operations of the theatre – namely Box Office, Front of House, Rental Agreements and Artist Contracts.

In general, CCI members do not subscribe to a set of common policies or practices (an exception being the adoption of striking alcohol requirements from artist riders). The range in the size and nature of these facilities may make it challenging or even unfeasible to attempt this. However, all of these venues face similar issues, and some consistency in field practice may be desirable in order to create optimum conditions for attracting artists and building audiences.

The following overview highlights common practice and, where possible, notes the range and degree of variance. Practices and Policies that are markedly different from the norm have been highlighted.

Box Office

With respect to box office practices, there is a high degree of consistency in the following areas:

- Refunds (note that most theatres have a practice that contradicts their policy but there is a great deal of consistency in this approach)
- Exchanges
- Service Charges
- Membership Programs
- Waiting Lists and Reservations
- Discounts
- Complimentary Tickets for Staff/Volunteers
- Privacy Policies

Box Office practices/policies that are more variable include the distribution of tickets and the replacement of lost tickets.

Front of House

Front of house policies also are markedly consistent amongst all the venues. Any variance between venues lies in the level and degree of staffing.

Rental Agreements

The content of rental agreements vary from theatre to theatre, reflecting their different sizes and structures (e.g. many are part of a larger municipal structure, and others are volunteer driven). This document summarizes a

wide range of issues that venues are encouraged to address in the actual rental agreement – or in some supporting documentation. On key issues such as liability insurance, indemnity clauses, settlement, and prohibited behaviour, it may be worthwhile considering a more standardized approach.

It is recommended that this document be used as a starting point for further discussion amongst members on the adoption of practices that promote and enhance the lively engagement of artists with audiences.

2. Box Office Policies and Practices

2.1 Ticket Exchanges/Refunds

2.1.1 Ticket Refunds

The standard policy among most CCI members is “No Refunds ,” except for cancelled shows. In practice, many venues are very flexible about refunding tickets, particularly for regular patrons. The degree of flexibility varies from those who allow exceptions in extenuating circumstances to those who “do it all the time.” The refunded amount does not usually include service charges. Some venues offer gift certificates or allow exchanges into another show in lieu of a refund.

2.1.2 Ticket Exchanges

Generally, exchange privileges are limited to the following circumstances:

- within a subscription or series of shows
- within a range of shows by a particular tenant (e.g. resident theatre company or orchestra)

When exchanges are allowed, they must be done at least within 24 hours of a performance. A \$1 or \$2 service charge per ticket sometimes is applied. Patrons are generally asked to return their tickets in person. However one venue has begun the practice of allowing patrons to fax a copy of torn tickets.

2.1.3 Notable exceptions to the above

Several venues have recently adopted a “full refund, no questions asked” policy. One venue reported its annual cost in returned revenues was less than one hundred dollars.

2.2 Distribution of Tickets

The practice around distribution of tickets varies from venue to venue. Many venues give patrons the option of picking up or receiving their tickets in the mail. Some venues charge \$1 or \$2 per order for this service, while others do not charge anything. Tickets purchased on-line are generally distributed in the same way, or if on-line sale is contracted out, it follows the policy of the service provider (e.g Ticketmaster).

2.3 Surcharges and Service Charges

2.3.1 General Service Charges

A general service charge for ticketing services is standard practice. The range for this charge is generally between \$1 to \$3 per ticket. This may be capped at a maximum amount per order. Several venues have an

additional or higher service charge for tickets purchased over the Internet, because the sale of tickets on-line is outsourced.

Notable Exceptions to the above

A few venues are re-considering the approach to service charges, including the additional charge for purchasing on-line tickets. This consists of rebuilding the ticket price so that all additional charges are built into the base price. Discounts are then added as an incentive to encourage and reward specific purchasing trends. For example, if it is in the best long-term interest of the venue to have tickets purchased on-line, then on-line purchasers would pay less.

2.3.2 Capital Improvement Funds

A separate service charge for capital improvements may be applied. Often this occurs in municipally owned venues and the Capitol Improvement Fund may be mandated through a bylaw. In one case, the C.I.F is discounted for local arts groups, and does not apply to tickets sold for children. The cost may be built into the cost of tickets or added on. The use of funds from this source is generally restricted to capital improvements.

Notable Idea

One venue is considering adding a “presenting” fund charge into its’ base ticket price. The idea is that a portion of every ticket sale would go towards subsidizing a wide variety of quality programming that may not have mass appeal.

2.3.3 Reduced Service Charges

One venue is implementing a reduced service charge for subscribers, but generally this distinction is not made. Another venue notes that it will reduce or waive the service charge for tickets that are very low in value (e.g. children’s shows)

2.3.4 Credit Card Charges

Credit card charges range from 3% to 5% per order.

2.4 Waiting Lists

In practice, many venues will create a waiting list for sold out shows, although this is not a stated policy.

2.5 Reservations

Standard practice is to demand payment upon request for tickets. Reservations without payment are not accepted.

2.6 *Discounts*

Discounts for students and seniors are standard practice, although the amount varies between theatre and within theatre between shows. Many CCI venues participate in the EYEGO program, which provides \$5 tickets for youth.

Group discounts are also standard. These range from between 10 % and 20% for groups ranging in minimum size from 10 to 20.

Where applicable, subscribers or members receive discounts.

2.7 *Membership*

An increasing number of CCI venues have introduced a membership program in the last few years, in addition to or instead of subscription packages. Members are provided with a discount and other privileges such as and advance mailings. These venues find that membership suits the lifestyle of many of their patrons better than a subscription. A tax receipt is issued for a portion of the member fee.

2.8 *Replacement of Lost Tickets*

Standard practice is to replace lost tickets at no charge to the patron, but a \$1 or \$2 replacement fee is not uncommon.

2.9 *Complimentary Tickets for Staff, Volunteers or Board Members*

Complimentary tickets are not provided to staff or Board members as a matter of practice, although it is not unheard of to offer comp tickets to shows with a lot of unsold tickets.

2.10 *Applicability to Renters*

Generally, the policies and charges outlined above apply to renters who use the venue's box office as part of the rental agreement

2.11 *Privacy Policies*

By law, CCI members are required to have a written privacy policy that is publicly available (i.e. posted on website). Privacy policies typically include the following

2.11.1 *Definition of Personal information*

Personal information is any information that can be used to distinguish, identify or contact a specific individual. This information can include an individual's opinions or beliefs, as well as facts about, or related to, the individual. Exceptions: business contact information and certain publicly available information, such as names, addresses and telephone numbers as published in telephone directories, are not considered personal information.

2.11.2 Collection, Storage, Use and Disclosure of Information

A presenting organization's privacy policy should state how and why personal information is collected and what it is used for. Typically, with CCI members, this will mean collecting information from patrons who purchase tickets and/or request information about the venue and its programs. The policy should list the variety of ways in which this information is collected. Special note should be taken to highlight what, if any, information is collected via the Internet.

Information should be used for the purposes of mailing tickets or tax receipt, contacting patrons to clear up any problems or to provide courtesy information (such as show cancellations or scheduling changes) providing information about future shows and events. Information that is not required for the stated purposes should not be collected.

Patrons should know under which circumstances, if any, the information will be shared. For example, if the theatre provides personal information to a rental client, who is using the box office.

In all cases patron data must be protected from unwarranted use by outside parties and destroyed once it is no longer required.

2.11.3 Contact information

Each organization must designate a privacy officer and this person's contact information should be included wherever the policy is posted.

3. Front of House Policies and Practices

3.1 *Late Seating*

Latecomers should be seated during a convenient break in the performance. This is generally left to the discretion of front of house staff; although the artist is often consulted on what would be an appropriate break.

3.2 *Standing Room*

Fire and Safety regulations generally prohibit the practice of allowing patrons to stand in theatres. Some cultural practices, however, encourage audience members to stand during performances and it is recommended that FOH policies be flexible in respecting these practices in order to expand the diversification of audience experiences.

3.3 *Cell Phones/Beepers etc*

Cell phones and beepers should be turned off during performances. Most theatres make an announcement at the beginning of performances, requesting patrons to turn these devices off and/or include a reminder something in the house program. In some cases, patrons with emergency beepers are encouraged to leave their pagers with front of house staff. However, with the advent of vibrating phones and beepers this is rarely necessary any longer.

3.4 *Babes in Arms/Booster Seats*

Most CCI venues do not allow babes-in-arms in theatres, unless their parents have purchased a ticket on their behalf. Many venues make an exception to this policy for “family” programs, when they feel that infants will not be a distraction to other patrons.

CCI venues generally allow patrons to bring in booster seats and a few venues provide them for their patrons with young children. This practice appears is becoming more common. Similarly, the provision of change tables can greatly enhance the experience of patrons with families.

Notable Exceptions

Two of the theatres consulted do allow parents to bring in babies under 18 months/2 years respectively, and claims that there have been no complaints about this policy from patrons without children.

3.5 *Use of Audio/Video equipment in theatre*

Audio video equipment is not allowed in CCI venues. The only exception is for non-professional rental clients such as dance schools, whose patrons may wish to video, tape their children's performance for private use. In this event, it is advisable that the patrons be required to sign a waiver, agreeing that the tape will not be duplicated for any other purposes. A sample waiver letter is included in Appendix 1

3.6 *Accessibility*

The degree of accessibility varies greatly from venue to venue. Many older CCI buildings have been upgraded to the extent possible, but in some cases parts of the theatre remain inaccessible or partly inaccessible (e.g. balcony access). New facilities have greater accessibility.

Infrared devices are commonly available to enhance the experience of hearing-impaired patrons.

Very few venues provide accessibility training or workshops for staff. It should be noted that there are good management practices that can assist organizations in enhancing accessibility for people with physical disabilities.

Notable Practice

Providing a complimentary ticket to a companion of anyone who has a valid CNIB certification card is a notable practice.

3.7 *Food and Drink*

Standard practice is to prohibit all food and drink, except bottled water, in the theatre.

3.8 *Safety and Security of Theatre Patrons, Volunteers and Staff*

Most CCI venues rely on front-of-house staff to use their discretion in the instance of behaviour that might be disorderly, illegal, or disruptive to other audience members. Venues should have health and safety training procedures in place and facilities should be equipped with standard safety equipment such as defibrillators. A practice for reporting on accident, injuries and emergencies should be in place, and reviewed as part of the training process.

3.9 *Parking*

CCI venues do not provide special parking provisions for their patrons, although most seem well serviced by local lots or street parking.

4. Rental Agreements

Ninety percent of those who completed the survey have a standard rental agreement. These range from one or two page letters to lengthy ten page documents. The level of “legalese” used in the contracts varies, with small venues tending to be more informal.

Rental agreements, at minimum, should address the following issues.

4.1 Rental Fees

4.1.1 General Comments

Rental fees vary dramatically, depending on size and location of venue (see Appendix 1). Most venues charge a standard hourly or daily rate. Some charge a lower rate for non-performance days/times. At least one venue offers a discount for rental clients who book more than one performance. Some venues charge the higher of a percentage of box office receipts or a flat rate.

While the variance is unavoidable given the nature and size of the venues and the different markets they serve, all rental agreements should clearly state the range of fees and identify what is included in the basic rental fee and what will be additional costs.

4.1.2 Rental Deposits

Non-refundable rental deposits are common practice. The amount varies from venue to venue. Sometimes it is calculated as a percentage of the total estimated cost. Security deposits are not common. However, at least one venue notes that the theatre has the right to demand a deposit at their discretion. This would be used if and when the renter believed that the proposed performer or performance posed any threat to the audience or the building.

4.1.3 Commercial vs. Nonprofit Rates

It is common practice to have a nonprofit rental rate. In some cases, the hourly rate for commercial and nonprofit groups are the same, but the minimum required booking time is less for nonprofits. One venue charges non-profit groups a lower rate for box office services, in lieu of a reduced rate. CCI conducts a biennial survey of rental rates used by its presenting members.

4.1.4 Settlement

Rental agreements should specify the timing and details of the settlement process to avoid confusion and miscommunication. This includes

payment of deposits, the reconciliation between box office receipts and expenses incurred by the renter and the method of payment (e.g. cash or cheque).

Most CCI rental agreements provide some or all of this information. However, there is a range of practice with respect to how this is done. Some venues require settlement of fees before the event – most allow for some reconciliation after the fact. However the time allowed for post-performance settlement ranges from “upon invoice” to thirty days. Box office reconciliation is a factor that must be factored in for some, but not all venues. Following are some examples of the range of practice that exists:

- All money is due and payable at time of settlement, which takes place within 15 days of the event.
- Settlement is payable upon issuing of an invoice that is issued after the event.
- The balance of rent (amount owing less advance deposits) is payable by cheque prior to occupancy. Other charges are payable within thirty days of performance.
- Rental clients are paid any box office revenue owing, minus any monies still owing to the venue after the event.
- 20% deposit is payable 8 weeks or within 30 days of execution of agreement – balance deducted from box office receipts, *if box office receipts are insufficient, then the rental client must settle within 48 prior to the event*. If no tickets are sold through the box office, deposit is 50/% and settlement is 48 hours before.
- Balance of rental fee and other costs are payable upon settlement. An advanced payment of 80% of ticket sales beyond that which covers rental fee will be issued one week before performance
- 50% of estimated expenses are due upon signing. Balance due prior to event if ticket sales are insufficient to cover it. Otherwise final settlement is within 10 days.
- Fees are payable within 30 days of performance, or a 2% interest per month is charged.
- All rent payable one week before performance – other expenses immediately following

4.1.5 Cancellation

Rental agreements *should* stipulate a cancellation policy and the consequences, thereof.

Standard practice

In most cases, the deposit is non-refundable. However, many venues will refund all or most of any other fees (minus expenses such as box office

fees) as long as cancellation is made within a stipulated period (e.g. three weeks to 60 days). In most cases, no additional fee is charged.

For consideration

It is helpful to stipulate how the venue will deal with box office refunds in this situation. For example, the box office may claim that it has a *right* to inform patrons *at the client's expense*.

4.2 Indemnity and Liability Issues

It is advisable for CCI venues to clearly articulate their policies about indemnity and liability in the rental agreement.

4.2.1 Indemnity

Rental agreements should include an indemnity clause. The indemnity clause protects the venue from claims for loss, damages, costs and expenses that are a result of the renters use of the venue including:

- Fire and safety infractions
- Damage to the property or persons
- Infringements of royalty rights and SOCAN charges
- Slander or libel.

4.2.2 Liability

CCI venues do not provide general insurance coverage for the rental clients. The amount and type of liability insurance that renters must provide should be stipulated in the rental agreement. Most venues require the tenants to carry general liability (including bodily harm) and/or property damage insurance coverage. The amount of coverage ranges from \$1,000,000.00 to \$2,000,000.00. The venue is named as the beneficiary of this policy

It is standard practice to ask that proof of such coverage be provided within a timely manner (e.g. 30 days before the performance)

4.3 Compliance with Laws

Many venues include a clauses or clauses that highlight the rental clients responsibility to adhere to applicable federal, provincial and municipal legislation. This might be a general statement or the contract might reference specific pieces of legislation such as

- **Municipal police, fire and safety regulations**
- **Workmen's Compensation Act**

4.4 Technical Support

4.4.1 Staff Costs

Technical staff costs generally are not included in rental fees. Rental agreements should provide information on minimum levels of required staffing and what is available.

For consideration

The rental agreement should state the venue's policy around the use of non-theatre staff to perform technical functions. One theatre requests that any non-technical staff must demonstrate their competence at the task at hand, another states that the Technical Director (supplied by the theatre) must supervise all technical support functions. In both cases, the theatre reserves the right to refuse any unauthorized personnel. Any restrictions on the use of non-authorized personnel should also be noted (e.g. control booths)

4.4.2 Other technical information

It is helpful to include information on the following in the rental agreement itself or as an appendix

- Floor plans and dimension
- Size, shape and dimensions of stage
- Technical equipment that is available or can be made available and associated costs (e.g. lighting, audio/visual equipment, instruments etc)
- Deadline for submitting requests for any of the above

4.5 Access to theatre

Practice varies with respect to access to theatres, but the following should be specified

- The number and length of "inspection visits"
- When clients can access the theatre and for how long during the performance and after the performance/rehearsals.
- The degree to which access must be supervised by authorized theatre personnel
- Whether there are particular issues around loading and unloading of equipment

4.6 Box Office Services

4.6.1 Cost to Renters

There is no standard practice on the inclusion of box office costs in rental agreements. In some cases it is included, in others it is not. For example, some smaller theatres do not operate their own box office, so rental clients would contract separately with the box office provider.. It is quite common to charge the renter a per ticket surcharge and/or a flat rate for

box office service as well, as credit card charges. Whatever the arrangement, it should be stipulated in the rental agreement.

4.6.2 Policies

When renters use a venue's box office, the venue's box office policies apply. There are a few exceptions to this practice in smaller venues where the client is encouraged to follow the same policies, but ultimately given the option of setting their own.

4.7 Front of House Services

As with Box office services, there is a wide range of variance in practice. Some theatres build this cost directly into rental fees, while others bill it as an additional (often mandatory) cost. In some cases, volunteers fulfill front-of-house services. Given the wide range of practice, it is very important to include these details up front so as to avoid any misunderstanding.

4.8 Cleaning/Maintenance/Damage

The objective of cleaning/maintenance/damage clause is to ensure that the theatre's appearance and functionality remain unchanged after the rental arrangement. Standard cleaning is generally included in the rental agreement. However, if additional costs or responsibilities are to be incurred by the renter this should be stated in the agreement.

It is recommended that the rental agreement explicitly state that the renter is responsible for:

- removal of props, and equipment and the consequences of their failure to do so
- any damages to property that result from the rental

4.9 Prohibitions and Restricted Behaviour

The rental agreement should explicitly state any behaviours that are prohibited in the theatre and the consequences for engaging in any of these behaviors (e.g. expulsion or fines). The following prohibitions are standard:

- Serving or consuming alcohol in non-licensed areas
- Serving or consuming food and beverages in restricted areas (i.e. in the theatre itself)
- Dangerous or disruptive or illegal behaviour
- Smoking
- Subletting the theatre

Other activities that *may* be prohibited or allowed under restricted circumstances are nudity, live animals, pyrotechnics, weapons and gunshots, and the use of confetti

4.10 *Fire and Safety*

Rental clients should be advised of their legal responsibility to adhere to applicable fire, and healthy and safety regulations. It is advisable to provide this information or to reference where it can be found.

4.11 *SOCAN Fees*

Rental agreements should include statement informing rental clients of their responsibility to pay applicable SOCAN fees.

4.12 *Advertising*

There is no standard policy governing the manner in which rental clients may promote their performance in venues. However, if there are restrictions or guidelines it is useful to note these in the rental agreement. Some of these include:

- If the theatre has a marquis, when and for how long will the performance be listed?
- Are there restrictions on where posters, brochures and other materials can be displayed in the theatre?
- Does the venue want to reserve the right to approve advertising?
- If the rental client is advertising their event, what is permissible/required with respect to the use of the venue's logo and/or box office information?
- Is there a mechanism for the approval of promotional literature to ensure accuracy of contact and sale date/info?

4.13 *Concessions and Merchandise*

Where applicable, the rental agreement should stipulate, what concessions or merchandise will be sold and whose responsibility it is. Many theatres charge GST and/or commission on merchandise that is sold on behalf of the rental client. In some cases the commission rate varies depending on whether merchandise is sold by theatre staff or by the rental client. This should be clearly stated in the rental agreement.

4.14 *PIPEDA applicability*

A statement reminding the renter of their legal obligations under the Privacy Act may be a useful addition to the rental agreement.

4.15 *House Seats*

It is standard practice for the venue to hold a number of seats for house use and/or other uses such as wheelchair seating. The number varies depending on the size of the theatre and local practice regarding the use of the seats. This should be clearly stated in the rental agreement.

5. Artist Contractual Rider

5.1 Rider Template

It is recommended that all CCI members booking artists complete an Artist rider and include it with the signed contract. The rider confirms the details included in the contract and provides a mechanism for capturing, in writing, any details that are pertinent to the artist's engagement at that particular venue. A sample template is attached.

6. Appendix I. Best Practice Manual Update (February 2007)

6.1 Artist Insurance

Artist insurance is dealt with in a variety of ways in CCI presenting venues. Several municipally owned venues provide coverage for artists through the municipality's general liability insurance. Others require that artists provide their own insurance. This requirement is included in the artists' contract or a production rider. One venue reports meeting with some resistance from artists on this issue. In some cases, artists are given the option of being added to the venues policy at their own cost. Several venues do not address the issue of Artist Insurance at all.

6.2 Camera And Photography Policies

Many CCI venues have written policies on the use of cameras and photography. In most cases, the general rule is that photography is not allowed in the theatre. Rental clients are often permitted to reverse this policy. In other cases, permission must be granted by the management of the venue and is often granted in the case of community events such as dance recitals and graduations.

Patrons are informed of the photography policies by lobby signing, printing on tickets and programs and, in some cases, announcements from the stage. An example of a written policy follows:

Patrons will be asked to turn off all phones, pagers and watches and refrain from unwrapping candies during the performance. Camera, video cameras and sound recording devices are prohibited.

N.B. Venues without a written policy are encouraged to develop one.

6.3 Percentage Clause Deals

Percentage clause deals are sometimes used in contracts between venues and performing artists. While practice varies, generally, there is a predetermined split on net profit, which ranges from a 50/50 split to an 80/20 split with the artists receiving the higher amount. Net profit is calculated by deducting expenses (e.g. promoter fees), GST, and ticket surcharges from ticket revenues. Such deals should be negotiated and signed in advance.

6.4 *Accessibility of Customer Service for Patrons with Disabilities*

Many CCI venues are aware of the proposed customer service standards that have been developed to comply with the *Accessibility for Ontarians with Disabilities Act 2005*. Most do not have written policies on accessible customer service, but have varying practices that address some of the issues raised in the proposed standards.

For example, while most venues do not provide special pricing for caregivers, a select number do provide discounted or free tickets. Several others will provide free tickets for someone who is accompanying a group in which there may be several people who require assistance such as a nursing home or school.

Many venues (half of those who responded to the survey) have no policy on the use of assistive animals. In practice, the animals are often allowed, although they are limited to areas where they will not restrict access for others.

Assistive training devices are provided by many venues, and allowed in most, although only a few have readily available written policies their use.

One third of the respondents provide customer service training that addresses the identification, removal and prevention of barriers to accessibility. It should be noted that there are organizations/individuals who specialize in accessibility who can provide this service to organizations. More information can be found at www.accessibilitydirectory.ca.

A few venues have conducted a formal audit of their policies and practices with regard to the accessibility of their customer service. Others have some sort of formal or informal process for listening and responding to customer complaints (not limited to accessibility issues), which can serve to provide feedback in this area. This practice is particularly prevalent in smaller organizations where staff have the opportunity for frequent informal dialogue with clients. However, most have no process for the gathering and analysis of client feedback in a systematic way.