

Attachment A

Ticketing/Box Office Policies

The following constitute the policies for ticketing and box office operations for the Tempe Center for the Arts. For purposes of this document, EVENT is defined as a single, distinct activity. For example, a performance is considered an EVENT.

- A. LICENSEE shall designate a representative to serve as liaison to the TCA Box Office. LICENSEE shall identify liaison and/or designee at the commencement of ticket sales for each production, at the beginning of the performance season, or prior to individual performances, as applicable. LICENSEE liaison and/or designee shall be available prior to and during all performances.
- B. All tickets, including tickets purchased at the TCA Box Office, on consignment and/or from LICENSEE, are subject to the policies herein where applicable.
- C. EVENTS will be processed for ticket sales and tickets will be issued at the instruction of the LICENSEE only after the receipt of an executed LICENSE AGREEMENT and applicable deposit.
- D. LICENSEE must submit ticketing information form no later than fourteen (14) days prior to the first day of sale for the EVENT.
- E. In general, tickets will be sold on a “no refund” basis. The OPERATOR recognizes and agrees that, on occasion, ticket refunds may be necessary to insure quality customer service. In such instances, refunds will be issued upon the approval of the LICENSEE liaison to the TCA Box Office. Tickets may be exchanged for the same EVENT run, based on availability and approval of the Box Office Manager or the LICENSEE liaison. All requests for exchanges must be received in the TCA Box Office no later than twenty-four (24) hours prior to individual EVENT start time. Ticket exchanges are subject to an exchange fee.
- F. All audience members, regardless of age, must have a ticket. Lap passes may be issued at the discretion of the LICENSEE.
- G. All ticketed EVENTS shall be processed exclusively via the TCA-designated computerized ticketing system. No other ticket sales methods or systems shall be allowable without approval of the CFA or designee. All sales will be subject to published TCA rates for credit card sales, per-ticket printing charges, set up fees and box office percentage of sales, if applicable.
- H. TCA Box Office shall reserve the right to retain a maximum of ten (10) seats per EVENT in the Theater and four (4) seats per EVENT in the Studio as house seats to be used at the discretion of the TCA Box Office in the event of double ticketing and/or other customer service issues. Such seats shall not be retained for the purpose of sale.
- I. The TCA Box Office and/or LICENSEE will not sell, distribute or permit to be sold or distributed, tickets in excess of established seating capacities.
- J. TCA Box Office will not accept payment of any kind at the will call window. All tickets provided by LICENSEE and held at the will call window must be pre-paid.
- K. In the EVENT of cancellation, ticket refunds shall be available at the original point of purchase the next business day following the cancelled EVENT. The TCA Box Office will issue refunds for tickets sold at the TCA Box Office only. The TCA Box Office will not issue refunds for tickets, consigned or other, sold by the LICENSEE. LICENSEE agrees to provide refunds for all tickets sold by LICENSEE and/or its agents.

Attachment A

Ticketing/Box Office Policies (cont.)

L. ACCESSIBILITY and ACCESSIBLE SEATING

1. In accordance with the Americans with Disabilities Act, TCA shall secure a sign language interpreter and/or provide audio description, upon request. When a sign language-interpreted and/or audio-described EVENT is not scheduled as part of a theatrical run, TCA will hold four (4) seats in the Theater and/or Studio for patrons who request these services. Said seats will be released forty-eight (48) hours prior to EVENT if no requests have been received or when the EVENT sells out. TCA, in cooperation with LICENSEE, shall designate the interpreter's location for the interpreted/audio-described performance. LICENSEE and TCA shall share the cost for the interpreter and or audio describer. LICENSEE shall provide TCA a script or text of the performance, for purposes of interpreted/described performance, within forty-eight (48) hours of request.
2. TCA shall provide Large Print and Braille programs upon request, with a minimum of twenty-one (21) days advance notice by the patron. LICENSEE and TCA shall share the cost for the alternative print program(s).
3. The TCA Box Office will retain, for sale, all accessible seating. Patrons requesting accessible seating should be referred to the TCA Box Office.

M. CONSIGNMENT TICKETS

1. LICENSEE may request a specified number of tickets up to thirty percent (30%) of house capacity for consignment sale purposes. LICENSEE will be charged a return ticket fee equivalent to the per-ticket printing charge for all tickets returned to the TCA Box Office for resale, provided tickets are returned two (2) business days or more prior to the EVENT. Consignment tickets returned less than two (2) business days prior to the EVENT will be considered sold for purposes of final EVENT settlement. Release of additional consignment tickets, in excess of thirty percent (30%) of house capacity, will be by mutual agreement between TCA Box Office and LICENSEE.
2. LICENSEE is required to supply to the TCA Box Office a record of patrons' names and seating locations for all sold consignment tickets to facilitate re-ticketing in the event of loss of tickets.

N. COMPLIMENTARY TICKETS

1. The issuance of press passes and other complimentary tickets shall be the responsibility of LICENSEE.
2. Requests for complimentary tickets to be picked up at the will call window must be submitted, in writing, no less than twenty-four (24) hours prior to the EVENT.

- O. The CITY, through the TCA Box Office, shall keep accurate records of information compiled during LICENSEE ticket purchase transactions originated through the TCA Box Office. Additionally, the TCA Box Office will make every attempt to monitor and correct information obtained through web sales and/or sales through means other than direct sales by TCA Box Office staff. Ticket purchaser information shall include complete name, address, telephone and email contact information and any other information as requested by LICENSEE, excluding Social Security numbers, credit/debit card information, and other sensitive personal identification information as determined by the CITY. LICENSEE agrees to supply the CITY with specific requests for information other than standard contact information, in writing, no later than twenty-four (24) hours prior to collection of such information. Upon request, the TCA Box Office shall provide to LICENSEE a listing of ticket purchaser information in a standardized format such as Excel®, Access®, Word® or other such format that is readily retrievable from the computerized ticketing system currently in use by the TCA Box Office. Ticket purchaser information shall be supplied to LICENSEE in coordination with weekly ticket sales settlement reports. LICENSEE agrees that such ticket purchaser information shall be used solely for LICENSEE's purposes and will not be sold to any third party.