

# San Francisco War Memorial and Performing Arts Center

## Application for License Agreement

**PLEASE CONFIRM DATE AND VENUE AVAILABILITY BEFORE SUBMITTING THIS APPLICATION.**

### GENERAL INFORMATION

Check One:

Louise M. Davies Symphony Hall ☐ War Memorial Opera House ☐ Herbst Theatre ☐

Applicant Name \_\_\_\_\_  
(As it should appear on Agreement)

Person Completing Application \_\_\_\_\_  
(If different than Applicant Name)

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Country \_\_\_\_\_  
(if not U.S.)

Phone \_\_\_\_\_ Ext \_\_\_\_\_ Fax \_\_\_\_\_

E-Mail \_\_\_\_\_ Other Contact Info \_\_\_\_\_

Website \_\_\_\_\_

### EVENT INFORMATION

Publicized Name of Event \_\_\_\_\_

Event Date(s) \_\_\_\_\_

Event Description \_\_\_\_\_

#### Performing Artists or Speakers

Name \_\_\_\_\_ Amateur ☐ Professional ☐

Name \_\_\_\_\_ Amateur ☐ Professional ☐

Name \_\_\_\_\_ Amateur ☐ Professional ☐

Name \_\_\_\_\_ Amateur ☐ Professional ☐

### PERFORMER INFORMATION

Brief History of the Artist(s)/Performer(s) *(attach separate pages if more room is needed)*

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List two facilities in the United States where the artist or group has been presented in the past year

Facility Name \_\_\_\_\_ Address \_\_\_\_\_

Contact Person \_\_\_\_\_

Facility Name \_\_\_\_\_ Address \_\_\_\_\_

Contact Person \_\_\_\_\_

The following information, in duplicate, must accompany this Application:

- 1.) The latest published, professional reviews, in their entirety, received by the artist or group.
  - 2.) Any printed material or programs from past performances which would give an indication of the type of programming used by the applicant.
- Other pertinent information which would aid in evaluating the event should also be attached hereto.

**ADMISSION/TICKETING INFORMATION**

**Note: Use of City Box Office or other Operator approved box office is required (by separate agreement).**

Type of Admission      Reserved ☐      General Admission ☐

Estimated Ticket Price      From \$ \_\_\_\_\_ To \$ \_\_\_\_\_ or check here if Free Event ☐

If Free, Audience is composed of      Invited Guests ☐      Conference Attendees ☐      General Public ☐

In order to ensure that the public has accurate information regarding a Licensee's use of proceeds from events held at the War Memorial and Performing Arts Center to benefit organizations, groups or entities other than the Licensee, we ask you to provide the following information:

If Applicant's proposed Event is a fundraiser and/or if any or all proceeds from Applicant's Event will benefit any organization, group or entity other than the Applicant, please state the name(s) and purpose(s) of such other organization, group or entity:

Name: \_\_\_\_\_

Purpose: \_\_\_\_\_

Name: \_\_\_\_\_

Purpose: \_\_\_\_\_

Name: \_\_\_\_\_

Purpose: \_\_\_\_\_

**PROPOSED SCHEDULED USES**

DATE _____		
Activities (check all that apply)		
Tech <input type="checkbox"/>	Rehearsal <input type="checkbox"/>	Performance <input type="checkbox"/>
TIMES*	Start	End
Access Starts	_____	_____
Load In	_____	_____
Rehearsal**	_____	_____
Performance	_____	_____
Intermission	_____	_____
Load Out	_____	_____
Access Ends	_____	_____

DATE _____		
Activities (check all that apply)		
Tech <input type="checkbox"/>	Rehearsal <input type="checkbox"/>	Performance <input type="checkbox"/>
TIMES*	Start	End
Access Starts	_____	_____
Load In	_____	_____
Rehearsal**	_____	_____
Performance	_____	_____
Intermission	_____	_____
Load Out	_____	_____
Access Ends	_____	_____

\*- To avoid meal penalties, include a 1-hour break not less than every 5 hours of work, but not before 3 hours.

\*\* - Indicate if rehearsals are "open" and, if so, who will attend: \_\_\_\_\_

(If more room is needed, please attach a separate page with proposed schedule information.)

**PUBLICITY AND ADVERTISING**

Proposed Date of First Advertisement: \_\_\_\_\_

Until and unless a License Agreement is signed by Operator and Applicant and an executed copy thereof is delivered to Applicant, no information or publicity of any nature whatsoever relating to Applicant's proposed event shall be disseminated or released. The date of the initial advertisement and all publicity and advertising material must be approved in advance by Operator. In the event of any violation of the foregoing, the Applicant shall reimburse Operator for all damages resulting therefrom, including reasonable attorney's fees.

**CONCESSIONS**

Please indicate the type of merchandise, if any, which you propose to sell in connection with the event and the estimated price

Souvenir Programs \$ \_\_\_\_\_ Posters \$ \_\_\_\_\_ Recordings \$ \_\_\_\_\_ Other \$ \_\_\_\_\_  
Specify Other: \_\_\_\_\_

The Operator's Concessionaires have the exclusive right to sell all food and beverages. All merchandise to be sold in the facilities, and the price thereof, must be approved in advance by the Operator. Operator requires that sales tax and 10% commission be paid on all merchandise sales.

### BROADCAST, TELEVISION, RECORDING AND MOTION PICTURES

No broadcasting, televising, recording, or motion picture rights are granted or permitted unless special arrangements are made in advance with the Operator. An additional fee may be charged. Please indicate if you wish to make arrangements to do any of the following in conjunction with the event, and outline the purpose for which it is intended:

(check all that apply)

Recording:

Audio Record ☐ Video Record ☐ Film ☐ Other ☐ Specify Other: \_\_\_\_\_

Live Broadcast:

Live Radio Broadcast ☐ Live TV Broadcast ☐ Other Live ☐ Specify: \_\_\_\_\_

Distribution:

Internal Only ☐ Local ☐ National ☐ International ☐ Other ☐ Specify: \_\_\_\_\_

Purpose:

Archival Only\* ☐ TV/Radio News Only ☐ Commercial Television ☐ Public Television ☐

Commercial Radio ☐ Public Radio ☐ Educational ☐ Other ☐ Specify: \_\_\_\_\_

\* - Typically only one (1) video camera is allowed for Archival Recording.

Please indicate any proposed audio/video production and equipment needs:

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### APPLICANT'S ORGANIZATION STATUS, REPRESENTATIVES AND REFERENCES

In lieu of completing the following sections relating to Applicant's status, representatives and references, the Applicant hereby warrants that he or she has filed with the War Memorial an Application For License Agreement containing the requested information within twelve (12) months of the date of this Application and that, except as specifically noted below, all of the information contained in the previous Application remains accurate.

Date \_\_\_\_\_ Applicant Signature \_\_\_\_\_

Applicant's Organizational Status:

Corporation ☐ Partnership ☐ If Partnership, Type: General ☐ Limited ☐ Individual ☐  
 Commercial ☐ Non-Profit ☐ (Proof of tax exempt status is required for non-profit rates.)

Incorporated or registered in the State of: \_\_\_\_\_ County: \_\_\_\_\_

President or  
General Partners

Vice President or  
Limited Partners

Secretary

Treasurer

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Representatives: (Include mailing address if different from that of Applicant.)

\_\_\_\_\_  
 (Authorized Representative for Receiving Notices and Giving Approvals) (Phone) \_\_\_\_\_

\_\_\_\_\_  
 (In Charge On Premises at Time of Occupancy) (Phone) \_\_\_\_\_

\_\_\_\_\_  
 (Financial/Responsible for Settlement of Expenses for Events) (Phone) \_\_\_\_\_

\_\_\_\_\_  
 (Publicity, Promotion) (Phone) \_\_\_\_\_

\_\_\_\_\_  
 (Agency or Individual Placing Advertising) (Phone) \_\_\_\_\_

\_\_\_\_\_  
 (Technical) (Phone) \_\_\_\_\_

**(Section continued next page)**

<b>APPLICANT'S ORGANIZATION STATUS, REPRESENTATIVES AND REFERENCES <i>Continued</i></b>
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**Bank Reference:**

Name of Institution: \_\_\_\_\_ Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

List two facilities in the United States where the Applicant has presented an Event in the past year:

Name of Facility: \_\_\_\_\_ Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

Name of Facility: \_\_\_\_\_ Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

<b>ABBREVIATED RENTAL INFORMATION</b>
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Note: The information contained herein is abbreviated for convenience and is subject to change without prior notice to execution of a License Agreement.

**MANAGEMENT NOTICES:** The San Francisco War Memorial and Performing Arts Center is managed and operated by the San Francisco War Memorial Board of Trustees acting through the War Memorial, a department of the City and County of San Francisco. For the purpose of receiving notices or giving approvals required under this Application or License Agreement, unless otherwise specified, the Managing Director and the Assistant Managing Director are the authorized representatives of the "Operator."

**BOX OFFICE SERVICES AND TICKETS:** The Operator will not enter into a License Agreement for any event until the Operator has received a copy of a signed agreement for ticket sales and box office services between the Applicant and a box office approved in advance by the War Memorial Board of Trustees. No tickets may be sold without the written approval of the Operator.

**PERSONNEL AND EQUIPMENT:** The Operator shall determine the type and amount of services to be supplied for Applicant's scheduled uses of the facilities including, but not limited to, stagehands, house staff, security guards, custodial personnel and applicable equipment. All event personnel shall be under the management, control and payroll of Operator, supplied at the expense of Applicant.

**LICENSE FEES:** One half of the total basic license fee must be paid at the time Applicant executes and returns the License Agreement to Operator. The balance of the basic license fee is due to Operator six months before Applicant's event or upon execution and return of the License Agreement, whichever is later. License fees are subject to change. Basic license fees, including license fee deposits paid to Operator prior to execution of a License Agreement to secure date(s), are not refundable.

**PERFORMANCE BOND:** No later than 14 days before the first scheduled use of the facilities, licensees are required to post a cash bond in the form of a certified or cashier's check, or a bond from a bonding company licensed under the laws of the State of California, to guarantee payment of personnel and equipment charges and other expenses in connection with the event. Estimated expenses may include, but are not limited to, the following: stagehands, house staff, nurse, security guards, custodial clean-up, special equipment, and contingencies.

## APPLICATION

This Application is for the purpose of furnishing the War Memorial Board of Trustees and Managing Director sufficient information to evaluate Applicant and the event Applicant wishes to present. There can be no License Agreement without the approval of the War Memorial Board of Trustees. The Applicant may make preliminary inquiries by telephone or otherwise, but answers to these inquiries are not intended to be binding upon the Operator. Any information given Applicant that a particular date or time is available shall not be considered to be a commitment for such date or time or give Applicant any priority over other Applicants. The Operator shall notify Applicant of the date of the meeting at which the Board of Trustees will consider this Application.

As consideration for the review of this Application by Operator, Applicant specifically states and agrees that Applicant has read the Application and all of its provisions, and agrees that if a License Agreement is executed by Operator, this Application shall be attached to the License Agreement as Exhibit "A", shall become a part thereof, and be binding upon the Applicant. The Applicant further agrees that the rental information contained herein is abbreviated for convenience and does not reflect all of the provisions and requirements set forth in Operator's standard Short Term License Agreement which, upon execution by Applicant and Operator, shall be binding upon the Applicant.

The Applicant agrees that unless and until the War Memorial Board of Trustees has approved this Application and Applicant and Operator have executed a License Agreement for use of the facilities, plus any addenda that Operator may require: (1) no contractual relationship exists between Applicant and Operator, notwithstanding any prior relationships which may have heretofore existed between Applicant and Operator; (2) negotiations for such License Agreement may be terminated by Operator at any time, with or without cause, without liability of any kind; (3) no change of position by Applicant, for any reason, during said negotiations and prior to the execution of said License Agreement by Operator shall in any way stop Operator from terminating said negotiations; and (4) no information or publicity of any nature whatsoever relating to Applicant's proposed event shall be disseminated or released, including, but not limited to, the offering of tickets or reservations for contemplated performances.

The Applicant hereby represents that this Application contains a full and complete disclosure of all information which might be pertinent to the Operator's consideration of this Applicant and that all of the above statements and information are true and correct.

Signed and Agreed:

On Behalf of: \_\_\_\_\_

(Applicant Name)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Title)

**Send to:\***

Jennifer Norris, Booking Director  
War Memorial & Performing Arts Center  
401 Van Ness Avenue, Room 110  
San Francisco, CA 94102  
e-mail: [jennifer.norris@sfgov.org](mailto:jennifer.norris@sfgov.org)  
phone: 415 621-6600 (main)  
fax: 415 621-5091

**\*Confirm date and venue availability with the Booking Administrator before submitting application.**