

**CITY BOX OFFICE AGREEMENT  
DAVIES SYMPHONY HALL  
(APPENDIX C)**

This Agreement is between City Box Office (Box Office") and \_\_\_\_\_ ("Presentor"), covering the box office, ticket sales, and related services for an event \_\_\_\_\_ ("Event") of Presentor at Davies Symphony Hall on the dates \_\_\_\_\_ and at the times shown below and as set forth in the License Agreement between the Presentor and the Board of Trustees of the San Francisco War Memorial ("War Memorial").

The parties agree as follows:

1. The Event is to be presented on:

	DATE(S)	DAY(S)	TIME(S)
a.	_____	_____	_____
b.	_____	_____	_____
c.	_____	_____	_____

Public Sale to Begin:

_____	_____	_____
(a)	(b)	(c)

Complimentary tickets per War Memorial Agreement (number):

_____	_____	_____
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Tickets for War Memorial per War Memorial Agreement (number):

_____	_____	_____
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Other:

_____	_____	_____
_____	_____	_____

2. The charges for Box Office services for each event, including basic fees, deposit, and additional charges, are set forth below:

a. Basic Fees.

- (i) \$2,000.00 basic fee for six weeks ticket sales; plus
- (ii) 3.5% of the total amount charged on all credit cards charges; plus
- (iii) \$280.00 MINIMUM for two ticket sellers at Event time plus any wage increases after the date of this Agreement.

b. Deposit. The basic fee of \$2,000.00 is due and payable to the City Box Office upon execution of this Agreement. Deposit will be by cash or certified or cashiers check.

c. Additional Charges.

- (i) \$100.00 per week for each week of ticket sales beyond six weeks;
- (ii) \$140.00 per person per four hour shift for additional ticket sellers above two persons, plus \$35.00 per person for each additional hour or fractional hour over four hours;
- (iii) First discount included in basic fee. \$100.00 for the each discount, after the first discount, allowed by Presentor. (NOTE: Box Office must be notified in writing a minimum of seven days in advance of any announced discount.)

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- (iv) Additional charges may be levied for any additional expenses incurred by Box Office for services requested by Presentor not specified in this contract.
3. The Box Office will have the exclusive right (i) to handle all ticket sales for the Event(s), including mail orders, telephone orders, agency orders, and window sales; and (ii) to select and enter into agreements with ticket agencies and to bill and collect funds for tickets sold through agencies. Except as provided in Section 1, no tickets will be furnished to Presentor for sale through Presentor's own sources without the prior written approval of the War Memorial. Complimentary tickets issued to Presentor may not be sold.
  4. All tickets for Event(s) will be sold using the City Box Office computer system. The cost of printing tickets on the computer system is included in the basic fee. Presentor will provide Box Office in writing at least two weeks prior to the date of the commencement of public sale with the information requested on the attached "Box Office Information" form. Printed tickets will include the following information:
    - a. Date, time and location of Event(s);
    - b. "NO REFUNDS OR EXCHANGES"
    - c. Other: \_\_\_\_\_
  5. Tickets may be purchased or ordered at City Box Office at 180 Redwood Street, Suite 101; San Francisco, CA 94102 or by telephone (415) 392-4400, Monday through Friday from 9:30 a.m. to 5:00 p.m. and Saturday from 10:00 a.m. to 4:00 p.m. If Presentor desires the Box Office to be open for ticket sales on days which the Box Office is closed or on holidays when there are no scheduled events and the Box Office, in its discretion, agrees to provide such services, Presentor will bear all costs including overtime. On the day of the Event City Box Office will staff the Davies Symphony Hall Box Office from 90 minutes before until 30 minutes after Event commences. Staffing of the Box Office is the sole responsibility of the Box Office, which will provide a minimum of two ticket sellers at Event time. Tickets may also be purchased via the internet at [www.CityBoxOffice.com](http://www.CityBoxOffice.com)
  6. The procedures for ticket sales by the Box Office will be as follows:
    - a. Public ticket sales will begin on the date shown in Section 1, which will be six weeks prior to the Event except for subscription series events where the date of first sale will be determined by the parties.
    - b. Tickets may be purchased by telephone, mail, or in person. Payment may be in cash, money order, travelers check, Mastercard, or Visa credit card. The Box Office may set restrictions on acceptance of checks and determine the identification that will be required, normally a valid California driver's license. Presentor agrees to bear any loss from checks accepted by Box Office unless Box Office is instructed in writing by Presentor not to accept checks. Presentor agrees to bear any loss from credit card sales charged back by the cardholder where proper authorization has been obtained. Unpaid reservations will not be held.
    - c. All ticket agency orders which are held at the Box Office for pick-up are final and cannot be cancelled or changed.
    - d. All ticket sales are final. Refunds will be made only in the event of cancellation or an event unless otherwise agreed upon in writing.
    - e. Tickets may be exchanged if authorized by Presentor in the space following: (Presentor's initials) \_\_\_\_\_ There are no exchanges on discounted or complimentary tickets.
    - f. Discounted, student, and senior citizen "rush" tickets may be authorized by Presentor, the price, time and category to be mutually determined. Presentor must give Box Office a minimum of seven days written notice when rush tickets are to be sold. Presentor authorizes rush ticket sales:

(Presentor's initials): \_\_\_\_\_

Price of rush tickets: \_\_\_\_\_

Time of rush ticket sales: \_\_\_\_\_

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- g. Arrangements for group ticket sales are subject to mutual agreement of the parties. (Provide details here.)

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- h. Box Office will supply War Memorial the tickets provided for in its Agreement with Presentor as shown in Section 1 prior to the date of public sale.
- i. Presentor understands and agrees that the following seat locations will be held for sale to patrons with disabilities and, if not sold to disabled patrons, will be released for general sale either two hours prior to performance or at the time all other seat locations have been sold, whichever comes first:

Orchestra Rows A and B, Seats 101, 114, 1, 2, 15, 16: 12 seats

Orchestra Row DD, Seats 101, 114, 1, 2: 4 seats

Side Boxes K and Q, Seats 1-4: 8 seats

Loge P, Row C, Seats 6-8: 2 seats

First Tier, Sec. E, Row F, Seats 1-3; Sec. J, Row F, Seats 2-4: 4 seats

Second Tier, Sec. DD, Row J, Seats 25-27; Sec. FF, Row J, Seats 26-28: 4 seats

- j. Any requests by Presentor for complimentary tickets for the press or for Presentor's use, in excess of the number provided in Section 1 must have the written approval of the War Memorial. Any such War Memorial approved request must be submitted by Presentor in writing to the Box Office within a reasonable time prior to the date of the Event.
7. Presentor will advertise the Event no sooner than one day prior to the first day of public sale of tickets. Presentor will provide Box Office with all promotional materials used by Presentor in connection with the Event for Box Office use and information. Any information concerning ticket sales in any promotional materials must be approved in writing by Box Office prior to its issuance to the public and must state "for ticket information call City Box Office (415) 392-4400". Any unauthorized announcements regarding ticket sales may be used to determine the first day of ticket sales for fee purposes regardless of whether tickets are available for sale at that time.
8. Any solicitation of contributions will request contribution payment separate from ticket payment. The Box Office will have no responsibility for contributions other than forwarding checks to Presentor.
9. Presentor designates \_\_\_\_\_ as Presentor's representative to deal with all matters concerning this Agreement. Upon request, the Box Office will provide Presentor with oral reports of ticket sales at times to be mutually agreed upon in advance. Presentor agrees to make appointments at least one day in advance for meetings with Box Office management. No unauthorized person will be admitted to the Box Office at any time. Presentor's designated representative (one person only) will be allowed access to the Box Office at Event time.
10. The Box Office will provide to Presentor a complete accounting and box office statement within two working days after the Event. Final Settlement will be made at that time. If monies are owed to Presentor, payment will be made by regular City Box Office check. Payments of any type in the form of cash will not be made. Presentor authorizes Box Office to withhold all sums due and owing to Box Office and the Symphony under the terms of this Agreement from ticket sales receipts. If the gross receipts from box office sales are not sufficient to cover any sums due Box Office and the Symphony under this Agreement, or in the event of a performance postponement or cancellation, Presentor authorizes War Memorial to pay to the Box Office and the Symphony from Presentor's performance bond the sums due the Box Office and the Symphony under this Agreement.

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11. A copy of the box office statement and the final settlement will be sent to the War Memorial Office. As provided in the Agreement between Presentor and the War Memorial, the Box Office will withhold from payment to Presentor all sums which the War Memorial specifies Presentor owes War Memorial. Presentor agrees that it will not make, or attempt to make, the Box Office a party to any disagreement or proceedings of any type between Presentor and the War Memorial regarding the War Memorial Agreement.
12. If Presentor cancels the Event for any reason, all deposits made by Presentor will be forfeited. In addition, the Box Office will charge for each ticket refunded \$0.25 per ticket to cover the cost of ticket refunding. If the Box Office fees and ticket refunding costs exceed the amount of Presentor's deposit and receipts for the Event, Presentor agrees to pay the difference between the deposit and total costs to Box Office for the cancelled event within ten days after the cancellation announcement.
- In the event an Event is cancelled and Presentor gives Box Office sufficient advance notice, ticket refunds will be available at the Box Office on the Event date 90 minutes before scheduled Event time until one hour after scheduled Event time. If Presentor fails to give sufficient advance notice, the Box Office will advise patrons by public notice that refunds can be obtained by mail or at the Box Office during regular Box Office hours.
13. All matters not covered above concerning ticket sales and box office operations will be agreed upon in writing by Presentor, the War Memorial and the Box Office.
14. Any controversy relating to this Agreement will be settled in San Francisco, California, in accordance with the rules of the American Arbitration Association. The prevailing party will be entitled to recover its costs and a reasonable attorneys' fee to be fixed by the arbitrator.
15. This Agreement may be amended only in writing and signed by the Box Office and Presentor, or Presentor's representative.

Signed:

Signed:

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Presentor

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CITY BOX OFFICE

By:

By:

Date:

Date:

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