

**BostonTheatreScene.com 2008-2009 Box Office Agreement**  
**Servicing events at:**  
**Boston Center for the Arts,**  
**Stanford Calderwood Pavilion at the Boston Center for the Arts,**  
**and the Boston University Theatre**  
**Ticketing and Box Office Services and Policies for BCA Tenants**

Box Office Services are provided exclusively by BostonTheatreScene.com ("BTS"); created and operated by the Huntington Theatre Company to service the needs of companies performing at the Boston Center for the Arts (BCA Plaza), the Calderwood Pavilion at the Boston Center for the Arts (Calderwood Pavilion), and the Boston University Theatre (BU Theatre) collectively referred to as "BTS Venues". Through this service, companies are able to offer their patrons a variety of Box Office locations as well as telephone and web ticketing and information.

**Box Office Hours**

The Box Office located at the Calderwood Pavilion is generally open on performance days from 12pm until 30 minutes after the latest curtain time or 6pm (4pm on Sundays), whichever is later. On non-performance days and on national holidays when there is no performance, this Box Office will be closed. BTS reserves the right to alter these hours at any time.

The standard box office closing times (subject to non-performance and holiday closings) are as follows:

Monday - closed

Tuesday - 6:00pm (additional costs waived for curtain that mirrors HTC Calderwood Pavilion curtain time)

Wednesday- 8:00pm

Thursday - 8:00pm

Friday - 8:30pm

Saturday - 8:30pm

Sunday - 4:00pm (additional costs waived for curtain that mirrors HTC Calderwood Pavilion curtain time)

**Curtain Times**

The following policy shall apply for performance times outside of the standard operating schedule.

Renter shall pay \$40.00 per hour covering two box office employees for the time between the normal close and the renter's close. By way of example, if the box office normally closes at 8:30pm, and the renter wishes to hold a 10:30 curtain, the new closing time would be 11:00pm, and the renter would be charged \$100.00 for that performance in addition to the normal box office fees and charges. In the event that the renter wishes for the box office to be staffed by three people during this time, an additional \$20.00 per hour would be added for a total, in the example above of \$150.

Please note: For matinees earlier than 2pm, additional costs may apply

**Ticket Purchase Locations**

For identification purposes, the Ticket Purchase Locations are referred to collectively as the BostonTheatreScene.com Box Office ("BTSBO"). Tickets for any shows playing at the Calderwood Pavilion, the BCA Plaza, or the BU Theatre can be purchased at the following locations:

- The Box Office at the Calderwood Pavilion at 527 Tremont Street
- The Box Office at the Boston University Theatre at 264 Huntington Avenue
- Online at [www.BostonTheatreScene.com](http://www.BostonTheatreScene.com)
- Via telephone at 617-933-8600
- Via fax at 617-421-9674
- Via TTY at 617-424-0694

**Accepted Payments**

Acceptable forms of payment are Master Card, Visa, Discover, American Express, personal checks, and cash. Proper Identification is required for all methods of payment except cash.

### **Box Office Services Provided:**

All Licensees utilizing the BCA venues are required to use BTS for the sale of all tickets for all public performances. BTS services can begin upon receipt of a fully executed License Agreement. Tickets will be put on sale on a mutually agreeable date, with a verifiably complete BTS Box Office Set Up Form being due one month prior to the desired on sale date.

The Huntington is solely responsible for all staffing for and supervision of BTS.

The Box Office services for a single event are as follows:

- All advanced reservations and walk-up single ticket sales at the BTSBO, and all advance reservations via phone, mail, or internet. All patrons must be referred to BTS to purchase tickets. With the exception of subscription and group ticket sales, Licensee may not sell tickets on its own through any means (such as outlets or web site) without prior written approval from BTS. All subscription ticket sales and group ticket sales, defined as an order of ten (10) or more tickets to an individual for a single performance, must be submitted to BTS for processing and distribution.
- The printing and distribution of all single tickets on behalf of the Licensee for all public performances and the printing of all other tickets for an engagement whether distributed by BTS or consigned to Licensee.
- Coordination and distribution of all tickets for additional distribution outlets (such as Bostix Advance and Bostix) as requested by Licensee. This is subject to prior written agreement of both BTS and Licensee prior to the production going on sale, and such tickets are subject to all applicable fees.
- Reporting as follows:
  - Daily Sales Reports beginning the day after the production goes on sale.
  - During public performances, BTS can provide Licensee with a ticket reconciliation report for each performance, upon request.
  - Weekly settlements and reconciliations once public performances begin. The week is defined as Monday thru Sunday. For the final week of public performances, any monies due the Licensee will be held until contractual obligations have been met.
  - Upon request at conclusion of engagement, basic sales by source code and mode of sale.
- An electronic file with the names, phone numbers, e-mail addresses, and mailing addresses of all ticket buyers (as available) can be supplied to the Licensee's Box Office contact within one week of the final performance, upon request.

### **Box Office Fees Assessed to the Licensee**

- 1) **Set-up Fee** Each event will incur a BTS administrative fee per event of \$150 for non-profit companies and \$250 for for-profit companies (Waived for Pavilion renters for whom this fee is included in the License Fee.). For this purpose, an event is defined as performance(s) of the same show with the same price structure. (Set-up fees for Festivals shall be determined based on the specific needs for any such festival.)
- 2) **BTS Service Fee** All paid tickets are subject to a \$2.00 BTS Service Fee on every paid ticket (which is utilized to offset expenses related to the operation of BTS, including, but not limited to, staffing, hardware, and software needed for the computer ticketing program as well as the web and telephone services).

The BTS Service fee can be incorporated into the price of the ticket (i.e. a company that previously charged \$25.00 per ticket, may raise the ticket price to \$27.00, receiving \$25.00, with BTS retaining the \$2.00 fee), or be paid separately by Licensee (i.e. a company that previously charged \$25.00 per ticket would continue to charge \$25.00, receiving \$23.00, with BTS retaining the \$2.00 fee).

In no case shall this fee be itemized as separate from the advertised price of the ticket.

### 3) Calderwood Pavilion Capital Enhancement and/or BCA Building Fund Fee

a) Licensees renting the Wimberly Theatre or Roberts Studio Theatre in the Calderwood Pavilion are responsible for collecting a \$2.00 Capital Enhancement Fee per every paid ticket. Licensees renting Rehearsal Hall A or the Carol G. Deane Rehearsal Hall in the Calderwood Pavilion are responsible for collecting a \$1.00 Capital Enhancement Fee per every paid ticket. The Capital Enhancement Fee can be incorporated into the price of the ticket or be paid separately by Licensee, but may not be added on top of the ticket price at the Box Office. In no case shall these fees be itemized as separate from the advertised price of the ticket. The Capital Enhancement Fee was created in order to establish a fund for ongoing renovation and capital improvements to the Calderwood Pavilion.

b) Licensees renting the BCA Plaza Theatres are responsible for collecting a \$.75 Building Fund Fee per every paid ticket. Said fee can be incorporated into the price of the ticket or be paid separately by Licensee, but may not be added on top of the ticket price at the Box Office. In no case shall this fee be itemized as separate from the advertised price of the ticket.

- 4) **Credit Card Commission** All tickets purchased with merchant/credit cards are subject to a processing fee, determined by the credit card company and which is the responsibility of the Licensee, currently estimated at 3.5%. (Please note: this rate is subject to change throughout the season.)
- 5) **Complimentary Ticket Printing Fee** Licensee will be charged a \$.25 fee per complimentary ticket for printing and handling. (Box Office Fees do not apply).
- 6) **Pay What You Can (PWYC) Tickets** Licensee will be charged a \$.50 fee per PWYC ticket for printing and handling in lieu of the standard Box Office Fees. Limited to one PWYC performance per performance week to be scheduled in advance of the on sale date. PWYC tickets are sold cash only, on the day of the performance at the Pavilion Box Office location only.

All fees included in this section will be treated as deductions and noted on the Box Office Statement as follows:

Gross Box Office Receipts (GBOR)	
Less:	
Cap. Enh. Fee	(\$ .75 or \$1.00 or \$2.00 x Total Tickets Sold)
Box Office Service Fee	(\$2.00 x Total Tickets Sold)
Complimentary Ticket Printing Fee	(\$ .25 x Total Comp Tickets)
PWYC Fees	(\$ .50 x Total PWYC Tickets)
Credit Card Commission	(3.5% of Total Credit Card Sales)
Other Box Office Fees for set-up or reports (As requested by Licensee)	

Net Gross Box Office Receipts (NGBOR)

### Box Office Fees Assessed Directly to the Patron

In addition to the advertised ticket price all tickets sold via the Internet or over the phone will be charged a \$4.25 per ticket Convenience Fee assessed directly to the patron at the time of sale in addition to the ticket price. Gross Box Office Receipts will be calculated exclusive of these fees.

### Required Discount Ticket Prices

Licensee is required to offer a discount of no less than 10% off the regular ticket price to HTC subscribers, BCA ArtPass members, and HTC and BCA staff for all performances. This requirement may be waived by BTS if a special promotional offer is in place as the default price for a specific performance or set of performances.

### Changes to Box Office Set-Up after a show is on Sale

Any addition of a ticket price or promotion, or change to an existing ticket price or promotion must be submitted in writing no less than two business days prior to its intended use. (Requests submitted after noon on Friday will be available for use on the following Wednesday.) Please note that BTS cannot build prices or promotions on the same day said price or promotion is to be advertised or utilized.

### Discount Ticket Offers on the Web

By default, only regular price tickets are sold via the BTS Web Site. Discounted tickets may be sold on the web at the explicit request of the Licensee and only when accompanied by a promotion code. Should the Licensee wish to include discount sales on the web, Licensee must request a discount code from BTS and establish a means of providing that code to eligible patrons. For further clarification on this topic, please contact the Audience Services Manager. (Please refer to "Changes to Box Office Set-Up" above for related deadlines.)

### **Consignment Tickets**

Consignment Tickets are defined as tickets for which the Licensee collects and retains payment, and then submits a ticket request to BTS to have such tickets printed without turning said payment over to BTS, and without creation of a customer record or other information. All regular Box Office Fees and deductions will apply for Consignment Tickets.

### **Ticket Distribution**

Regular price tickets and certain discounted tickets (those for which proof of eligibility is not required) sold through the BTSBO seven (7) or more business days in advance of a performance can be mailed to the patron. Certain discounted tickets, complimentary tickets, and all tickets sold through BTS less than seven (7) business days in advance of a performance, will be held "Will Call" at the Box Office at the Calderwood Pavilion. PAID TICKETS WILL NOT BE EXCHANGED TO DIFFERENT SEAT LOCATIONS WITHOUT PRIOR CONSENT FROM THE PATRON OR BE RELEASED FOR RESALE UNDER ANY CIRCUMSTANCES.

BTS will print all tickets, and only BTS issued tickets will be honored for admission. Express written permission must be obtained from BTS before any other tickets will be honored.

In the event that tickets are held "Will Call" without payment at the Licensee's request, the Licensee must arrange for payment to be made at the BTSBO no less than 30 minutes in advance of the performance's curtain time. Should payment not be received by this time, BTS will process any remaining unpaid ticket orders as consignment tickets. Alternatively, the Licensee may instruct the BTSBO to release any unpaid ticket order 30 minutes in advance of the performance's curtain time. Collection of payment for such tickets will be the responsibility of the Licensee.

### **Reconciliation**

All losses resulting from non-payment, non-collection, or otherwise in connection with any ticket sales will be deducted from Gross Box Office Receipts before payment of the net receipts to Licensee. Any and all amounts due which are unpaid by Licensee at termination date of License Agreement will be deducted from Gross Box Office Receipts.

Licensee shall be responsible for all dishonored checks and credit card charges related to its performances under this Agreement regardless of when they occur. Upon occurrence of a dishonored check or credit card, BTS will make best efforts to collect the funds from the patron. In the event that the payment remains dishonored, BTS will provide Licensee with an invoice and documentation for the charge, Licensee hereby agrees to remit to BTS within thirty days of receipt of the invoice.

### **Settlement Procedures**

BTS shall have a first lien on all Gross Receipts for an event to secure payment of all amounts owed to it by Licensee hereunder.

BTS Venues will have a second lien (after BTS) on all Gross Box Office Receipts (as defined herein) collected by BTS to secure payment of all amounts owed to BTS Venues by Licensee as specified in the License Agreement to which this Agreement is attached.

It is understood that payments hereunder shall be made no later than the Friday following the last performance of each week with the final Settlement and payment occurring the Friday following the conclusion of the load-out week. Settlements may be available for pick-up at a BTSBO, or be mailed upon request.

### **Refunds and Exchanges**

BTS has a "no refunds and no exchanges" policy for any tickets sold. The Licensee bears full financial responsibility for any refunds or exchanges it authorizes. Additional charges may apply.

**IRS W-9**

A completed W-9 form (copy attached) is required by BTS before any payments will be processed or tickets placed on sale. It should be filled out by the entity to whom checks should be made payable.

**Publicity and Public Relations Materials**

All Marketing materials associated with the Licensee's event must identify the BostonTheatreScene.com Box Office. On all publicity materials the BostonTheatreScene.com Box Office phone number should be 617-933-8600. No other number may be published. The BostonTheatreScene.com logo should be included on all marketing materials. ALL MARKETING MATERIALS MUST BE SUBMITTED TO BTS FOR APPROVAL PRIOR TO GOING TO PRINT.

**Contact Information:**

BCA Theatre Manager - Darren Evans 617-426-2029\* [devans@bcaonline.org](mailto:devans@bcaonline.org)

- Initial Contracting Contact and facilitator for Plaza Theatres and Rehearsal Hall A
- All BTS Box Office Set Up Forms and web art should be sent to Darren

Calderwood Pavilion Manager – Sondra Katz 617-933-8671\* [skatz@huntingtontheatre.bu.edu](mailto:skatz@huntingtontheatre.bu.edu)

- Initial Contracting Contact and facilitator for Wimberly, Roberts and Deane Rehearsal Hall
- All BTS Box Office Set Up Forms and web art should be sent to Sondra

Audience Services Manager – Joey Riddle 617-273-1659\* [jriddle@huntingtontheatre.bu.edu](mailto:jriddle@huntingtontheatre.bu.edu)

- Initial Box Office Contact.
- Arranges and establishes Box Office procedure for ticket sales, reporting, and record keeping.
- Reconciles ticket sales and income.

Box Office Coordinator – Ben Carroll 617-933-8601\* [bcarroll@huntingtontheatre.bu.edu](mailto:bcarroll@huntingtontheatre.bu.edu)

- Primary on-site Box Office contact for all Licensees.
- Executes procedures for production ticket sales and reporting.
- Processes complimentary and special ticket orders for all Licensees.

\*This information is for business purposes only; this is a private number and the Licensee shall at no time publish this number on its advertisement materials.

AGREED TO AND ACCEPTED:

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Licensors for BCA Theatres and Hall A

By: Darren Evans,  
Manager of Performing Arts  
Boston Center for the Arts

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Licensors for Calderwood Pavilion

By: Sondra R. Katz,  
Pavilion Manager  
Huntington Theatre Company, Inc.

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BostonTheatreScene.com Box Office

By: Joey Riddle, Audience Services Manager  
Huntington Theatre Company, Inc.

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Licensee

By:  
Company: