

**City of Los Angeles
Department of Recreation and Parks
General Booking Policy for the Greek Theatre**

RESERVATIONS

The Greek Theatre has a limited number of concert dates available during the event season of April – October. Filling out and returning the venue rental application will ensure your reservation is placed in date receipt order on the master calendar of events and programs for the Greek Theatre (“Venue Calendar”). Venue rental applications can only be submitted by email at booking@lagreektheatre.com

A. Reserving and Holding Dates on the Venue Calendar

To place a hold on the Venue Calendar, an applicant must provide the headlining act name and date of performance to be placed in the first available hold position. Should an applicant wish to change the headlining act name, and there is (are) additional date holder(s) behind you, then the applicant’s hold will be released and will be placed in the last hold position along with the new headlining act’s name.

B. Challenge Policy

An applicant in the first hold position cannot be challenged if the minimum rent deposit has been received (see rental rates below for appropriate minimum rent deposit amount). An applicant who has not paid the minimum rent deposit may be subject to the following challenge policy.

Prior to signing the User Agreement, any applicant behind the first hold position may issue a “challenge” to the first date holder’s position. The challenger will be required to submit a certified check or a company check made payable to: SMG Greek Theatre, or electronically transfer funds to SMG Greek Theatre in the amount of Twenty-Five Thousand Dollars (\$25,000.00) for the challenge fee. The challenged holder may meet the “challenge” within forty-eight (48) business hours by providing a matching certified check or company check payable to: **SMG Greek Theatre** or electronically transfer funds to SMG Greek Theatre, in the amount of Twenty-Five Thousand Dollars (\$25,000.00) and executing the User Agreement. If the challenge is met, the challenger fee will be returned to the challenger. User Agreements may be submitted via email to the Greek Theatre General Manager or in person at the Greek Theatre Administrative Office Monday – Friday between the hours of 9am-5pm (excluding City of Los Angeles observed Holidays). Challenges delivered after these set hours (either in person or by email) will not start until the next business day.

Challenge starts once both deposit and signed User Agreement have been received.

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If the challenged applicant fails to meet the challenge, the applicant's position will be immediately surrendered and the successful challenger will become the confirmed act. The challenge fee will be applied to the event (rent and incidental expenses) and is not refundable nor is it transferable to any other event or date. Contracted dates with appropriate fees paid cannot be challenged.

Please note: The act associated with this challenge MUST be the headliner on this date. Should the act not become the headliner, the date may be lost.

MULTIPLE DATE PERFORMANCES

Users may reserve multiple days on the calendar for one artist by providing a deposit of Twenty-Five Thousand Dollars (\$25,000.00) per performance day. Once desired dates are confirmed, User may elect to put one event day on-sale to the general public to determine consumer ticket demand. If after a period of 10 days from initial event on-sale date, User determines that additional dates for artist are no longer necessary, the additional dates will be returned to the Greek booking calendar for other Users to access. The deposit of \$25,000.00 for the released date(s) will not be returned, but may be applied to another date in same calendar year for User.

RENT/DEPOSITS AND FEES

To issue a User Agreement, the advance or minimum rent is due. All funds must be paid by a certified check or a company made payable to: SMG Greek Theatre or electronically transferred to SMG Greek Theatre. *Please Note: Multiple Dates require the minimum rent per day.*

	Commercial Rental Rate (Those events promoted and/or sponsored by a commercial group organization)	Community Rental Rate (Those events which are promoted and/or sponsored by a Civic, Educational, Religious or Charitable group registered as a non-profit 501c3 status)	
	Admission Charged Minimum	No Admission Charged Minimum	
Venue Capacity	vs %	vs %	Load-In/Out Rate
5,901	\$25,000 11%	\$35,000 8%	\$2,500
	Rental fee is Gross Ticket Receipts (less applicable taxes and facility fee)		

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CANCELLATION

If the promoter or artist wishes to cancel a contracted event, the advance deposit is forfeited and will not be returned to the promoter. In addition the promoter will be responsible for any venue incurred costs associated with the cancelled event.

SELECTED VENUE RULES AND REGULATIONS

User is responsible for all event related labor expenses as defined in the User Agreement. Event Load-in shall not occur prior to 7:00 AM. Performances must end no later than 10:30 PM, unless prior written permission has been granted by SMG but in no case shall a performance extend past 11:00 PM. Events whose duration time exceed three and one half hours from the scheduled event time as indicated on ticket will be subject to additional expenses. See User Agreement for fees. SMG reserves the right to cut power to any performance past 11:00 PM. Should the performance for whatever reason fail to end at the agreed upon ending time, a penalty of One Thousand Dollars (\$1,000.00) per minute for the first five (5) minutes past the ending time will be assessed. A penalty of Five Thousand Dollars (\$5,000.00) per minute will be assessed thereafter.

INSURANCE

Insurance is required. Instructions and Information on Complying with City Insurance Requirements, Exhibit B, is provided for your insurance agent or broker's use. The City of Los Angeles requires specific language for the policy, a copy will be provided in the User Agreement at the time of contracting.

TICKETING

Event on-sales must be communicated to SMG prior to events being announced or tickets going on sale to the general public. Information provided to SMG must include ticket prices, ticket purchase link and any age restrictions. Ticket sales must not take place before the advance deposit is received and the User Agreement has been executed. See Greek Theatre Ticketing Policy, Exhibit A of the User Agreement.

ADVERTISING & MARKETING

Advertising and marketing is prohibited before the advance deposit is received and the User Agreement has been executed. The Greek Theatre logo must be included in all marketing efforts utilized by User to promote their event. USER shall use the Greek Theatre logo in all advertising controlled by or done on behalf of USER relating to an Event, including, but not limited to, television, internet, newspaper, magazine, and outdoor advertising. USER's right to use the Greek Theatre Logo shall be limited to the specific, express purpose set forth in the foregoing sentence and/or as otherwise authorized by SMG in writing prior to the use thereof. In connection with USER's use of the Greek Theatre Logo as permitted in this section, USER shall use only the

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form of the Greek Theatre as provided by SMG to USER in any artwork or other depiction thereof.

“The Greek Theatre” and the Greek Theatre logo are registered trademarks of the City. Use of these trademarks without permission may constitute trademark infringement and unfair competition in violation of federal and state law. Except as permitted in this section, User may not use or register any City-owned trademarks on or in connection with websites, domain names, advertising or marketing events or for any other purpose except pursuant to an express written trademark license from the City. Any User who uses the name “The Greek Theatre” or the Greek Theatre logo in an infringing manner may be prohibited from booking Events at or doing business with the Greek Theatre. User shall use only the Greek Theatre approved website address of www.lagreektheatre.com when advertising the host venue for Event.

SPONSORSHIP/HOSPITALITY

Greek Theatre management retains the right to display logos, branding, slides, and/or videos of their sponsor partners throughout the venue and on any video screens prior to performances, during intermission and after performances.

On-site exposure and activation of artists/tour sponsors and/or USER sponsors must be presented to Greek Theatre management for approval, and any expense of said activations shall be borne by USER or the applicable sponsor. This approval includes, but is not limited to, placement of signage, location and size of activation spaces, inflatables, product displays, sampling, or giveaways, etc. Onsite activation and/or signage, sampling, giveaways are not permitted inside the seating area of the Greek Theatre. In no event shall approval of said sponsors infringe upon, diminish, or violate the rights and entitlements of Greek Theatre sponsors in at the venue, including all hospitality areas, including, but not limited to The Redwood Deck and its adjacent hospitality room, or any other designated-hospitality areas for which access is permitted and controlled by Greek Theatre management. USERS may request access to these spaces for their guests. Requests may be granted based on availability, and USER may be charged a per person access fees for each access granted.

USERS are permitted use of the under stage catering rooms and dressing rooms for the hospitality of their sponsors, VIPs, and guests. USERS are permitted to provide their own catering for these spaces, or may select the Greek Theatre Concessionaire for their catering needs. Any and all alcohol provided by USER or any caterer other than the Greek Theatre Concessionaire will not be permitted to leave the aforementioned spaces in this paragraph.