



ADDENDUM #1

2019 OPWT

OPERATING POLICIES FOR
ERIE COUNTY CONVENTION CENTER AUTHORITY
FOR THE
WARNER THEATRE

THIS ADDENDUM IS MADE A PART OF THE MAIN LEASE AGREEMENT

RENTAL SCHEDULE:

NON-PROFIT: Lessee possesses IRS tax exempt number as NON-PROFIT organization, company or individual, and sells admission tickets to the general public OR Lessee has function that is closed to the general public and does not have admission tickets (i.e. conventions, lectures, seminars, private meetings, etc.) OR Lessee has function(s) that are open to the general public without the use of admission tickets and where no funds or donations are sought, nor future sales promised as a result of the meeting (i.e. town meetings, lectures).

PROFIT: Functions where admission tickets are sold or traded to gain a profit for an individual or organization that does NOT have an IRS tax exempt number OR functions without admission tickets but where donations or funds are sought or solicited and where no IRS tax exempt number is available.

NON-PROFIT USER RATES

	Monday - Thursday	Friday - Sunday
Auditorium & Lobby:	\$1,800.00	\$2,000.00
Lobby Only:	\$1,000.00	\$1,000.00

4 Hour Receptions \$1000.00	(includes security, floor manager, maintenance services and table and chair rental)
5 Hour Receptions \$1250.00	(includes security, floor manager, maintenance services and table and chair rental)

PROFIT USER RATES: \$2,250.00 guarantee per performance or event OR 10% of adjusted net ticket sales (adjusted net receipts after "ticket service charge" deducted), whichever is the greater.

RENTAL IS BASED ON A BASIC CONCEPT OF A FOUR (4) HOUR PERFORMANCE: One hour to admit patrons prior to start of performance or event, two and one-half hours of performance or event, and one-half hour to vacate the building by the public.

Note: **\$2.00 SERVICE CHARGE COLLECTED ON EACH PAID ADMISSION OVER \$20.00**
\$1.00 SERVICE CHARGE COLLECTED ON EACH PAID ADMISSION UNDER \$20.00

The "service charge" shall be included in the admission price of the ticket when the event/activity is advertised and/or promoted to general public.

REHEARSALS: Rehearsal(s) shall be charged Lessee at the rate of \$750.00 per day. This includes the use of the stage and the dressing room areas and main orchestra seating area **ONLY** and not open to the general public.

SET-UPS/MOVE-IN: Any set-up/move-in scheduled for the day before or the day of performance, the Lessee will be charged the \$750.00 rehearsal rate for the use of the facility except in the case(s) where the facility is rented by a percentage agreement.

PENALTY: Unless written **PRIOR** permission is given by the Center, performances that run beyond the four (4) hour time limit shall be charged Lessee at the rate of \$250.00 per each fifteen (15) minute segment or portion thereof. Any agreed upon overtime will be pro-rated at a portion of the contracted rental fee, but must be negotiated with the Center management **PRIOR** to actual occupancy.

DEPOSITS: The deposits needed to secure the Center facilities are as follows:

One-half (1/2) of the basic rental fee is required at the time of the contract signing unless the Center management decides, in their judgment, circumstances predicate a special deposit or due date. This could include payment of the full deposit of the entire minimum rental fee and estimated expenses.

Signed contract(s) must be returned to the Center NO LATER than FOURTEEN (14) DAYS after receipt. In the event the contract agreement is late in being returned or returned without the required deposit, the Center reserves the right to release the date for other use. Agreements must be signed by both parties, the lessee and the Center to be considered a fully executed binding agreement.

Cash or certified check may be required for the deposit at the discretion of the Center management. The amount of the deposit PLUS security deposit will depend on the situation and the Center reserves the right to request "security deposits".

Security deposits will be returned to lessee no later than forty eight (48) hours after the last performance, less any damages or costs, if any.

INSURANCE: Limits of liability must comply with the following schedule of limits:

A. COMMERCIAL GENERAL LIABILITY:

Such insurance must be on the Occurrence Form (Claims-Made Form is not acceptable to the Center), and the insurance is to cover the indemnification wording stated under Clause #10 in the main lease agreement (Use of Premises).

Minimum limits of liability:

\$ 1,000,000	General Aggregate
\$ 500,000	Products-Comp/Ops Aggregate
\$ 500,000	Personal & Advertising Injury
\$ 500,000	Each Occurrence
\$ 50,000	Fire Damage (Any One Fire)

B. AUTOMOBILE LIABILITY:

Such coverage shall be on the Comprehensive Form covering all owned, non-owned and hired vehicles of the Lessee.

Minimum limits of liability:

\$ 500,000	Bodily Injury - Per Person
\$ 500,000	Bodily Injury - Each Accident
\$ 500,000	Property Damage - Each Accident
OR	
\$ 500,000	Combined Single Limit (CSL) Bodily Injury and Property Damage

ADDITIONAL INSURED: The following must be endorsed onto the policies as "**Additional Insured**":

**The Commonwealth of Pennsylvania;
The County of Erie;
The City of Erie;
The Erie County Convention Center Authority**

C. WORKERS' COMPENSATION AND EMPLOYERS LIABILITY:

Minimum limits of liability:

Statutory	Workers' Compensation
\$ 100,000	Each Accident
\$ 500,000	Disease-Policy Limit
\$ 100,000	Disease-Each Employee

CANCELLATION CLAUSE: The insurance certificate issued must be amended to read: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will, by registered mail, sent thirty (30) days notice to the named certificate holder."

CITY OF ERIE AMUSEMENT TAX REQUIREMENTS: A tax at the rate of three percent (3%) has been imposed by the City of Erie, Pennsylvania, for general revenue purposes, upon the price of admission to any amusement within the City, pursuant to Ordinance 11-2006. When the sale of tickets for any performance or event subject to the aforesaid amusement tax is conducted exclusively through Lessor's ticketing system, it is understood and agreed that Lessor shall have sole responsibility for the remittance of the amusement tax to the taxing body. If the sale of any

ticket for such a performance or event is conducted outside the ECCCA ticketing system, it is understood and agreed Lessee shall have sole responsibility for the remittance of the amusement tax revenue to the taxing body. All amusement tax revenue shall be forwarded within fifteen (15) days of the performance or event to: Coordinator of Municipal Licensing, Erie City Municipal Building, 626 State Street, Room 507, Erie, PA 16501.

TICKETS AND ADMISSIONS: The Center will furnish ALL TICKETS for lessee's activity in the facility and the cost of providing same will be borne by the lessee in addition to the costs of selling the tickets (as defined under "box office charges"). The lessee will be provided a manifest showing number of tickets printed, and under no circumstances will more tickets than the capacity of the facility for any particular event be printed or sold. All tickets will bear the proper information relative to the activity, time, date, place, price and location of seat. All persons entering the Center must have a ticket except those mutually agreed upon as having business therein. No pass-outs will be permitted during a scheduled event. Patrons desiring to leave the facility will be advised that re-entrance will require purchase of another ticket. Half tickets will not be honored. Legitimate emergency and the like will be decided upon at Center management's discretion and judgment.

Lessee will provide stage passes or other documents for entrance to stage or dressing room areas for the artists, technicians and other recognized and authorized personnel. These passes or documents used for this purpose must be held to a reasonable number to avoid undue confusion in these areas.

Bottles, cans and packages are not permitted to be carried into the Center facility. **Food and beverage are not allowed to be brought in.**

BOX OFFICE CHARGES: A fee of three (3) percent of the adjusted gross ticket sales (after \$2.00 service charge deducted) **sold at the Center box office** will be charged Lessee for the handling, procuring, selling and reconciliation of all ticket sales and reports. A minimum charge of \$300.00 will be assessed the Lessee in the event gross ticket sales, in house, fall below a total of \$10,000 for the single engagement or performance. Final audit and reconciliation of Lessee's engagement is performed on the last day of the event at the time of box office closing and before the first intermission or at such other time as is mutually agreed upon between Center and Lessee.

The service charge amount per admission will be automatically applied to the base ticket price.

The total of PAID admissions multiplied by \$2.00 will be deducted from the gross ticket sales and shall be retained by the Center and shall not be included in the final settlement as rent or used for determination of the figure for percentage rental. **The advertised ticket price shall include the "service charge" and City of Erie amusement tax.**

Convenience service charges will be charged to patrons who purchase tickets via phone and internet. These convenience charges will vary depending on the established price of the ticket. Contact the Box Office to determine the convenience charges and handling fees applicable to your event.

BOX OFFICE HOURS:

REGULAR HOURS

Mon – Fri.	Event Days	10:00 AM thru intermission
	Non –event days	10:00 AM – 5:30 PM
Sat.	Event Days	10:00 AM thru intermission
	Non-event days	10:00 AM -2:00 PM
Sun.	Event Days	NOON thru intermission
	Non-event days	Closed

SUMMER HOURS (MEMORIAL DAY THRU LABOR DAY)

Mon. – Fri.	Event days	10:00 AM thru intermission
	Non-event days	10:00 AM – 5:00 PM
Sat.	Event Days	10:00 AM thru intermission
	Non-event days	Closed
Sun.	Event Days	NOON thru intermission
	Non-event days	Closed

(Box Office schedule will be modified to accommodate morning or matinee performances.)

MASTERCARD/VISA/AMERICAN EXPRESS/DISCOVER CARD CREDIT ACCEPTANCE FOR TICKET PURCHASES: The Center will accept purchases of tickets on MASTER CARD/VISA/ AMERICAN EXPRESS & DISCOVER cardholder accounts via mail, by phone or in person at Center box office. A fee of 3.75% is charged to the lessee only on the gross amount of credit card sales for in person box office sales only. An additional charge is passed on to the consumer for credit card sales purchased via the internet and phones. Any and all fees or other charges for handling and/or administrative purposes, for phone and internet purchases, will remain the property of the Center. The Lessee assumes full risk for any loss for any and all uncollectible monies as a result of the use of the card for ticket purchase, whether by fraudulent or invalid cards or any disputed purchase or cardholder dispute. The Center will use every reasonable means to collect and protect the Lessee from any loss of any receipt of money from credit card purchase(s).

COMPLIMENTARY TICKETS: The Center management reserves the right to monitor the use, number and distribution of all complimentary tickets by the Lessee. Further, the Lessee/presenter will provide twenty-two (22) complimentary tickets to the Center for each event, performance or activity scheduled. Use and distribution of same will be at the sole discretion of the Center management.

CONCESSIONS: The Center reserves the sole right to provide for sale all concessions, including, but not limited to, confections, all beverages, all food, souvenirs, coat checking, tapes, records, garments, programs, articles of clothing, novelties, books, pennants and the like.

Lessee and/or the artist(s) or their representatives, agents, pursuant to this agreement, shall be permitted to sell items, approved PRIOR to day of activity, performance, event, etc., and the Center shall receive a commission of twenty (20) percent, for such approved vending or sale, computed on the GROSS AMOUNT of said sales.

The remission of all taxes, to proper taxing bodies, and/or fees which may be applicable will be the sole responsibility of the vendor. Lessee shall provide, or order provided, to Center, a complete list of articles to be sold and an inventory count shall be provided PRIOR TO START OF THE SALE as well as an inventory count at the CONCLUSION OF THE SALE, between Center's authorized representative and Lessee and/or artist's representative conducting the sale.

Center may provide personnel to conduct such sale if requested. If Center personnel are used to conduct sale of concession items, then the commission owing to the Center shall be computed on the basis of twenty five (25) percent of the gross sales. Collection and reporting of all applicable sales or use taxes shall be the sole responsibility of the Lessee and/or artist(s) or designated and duly authorized representative.

DATE PROTECTION POLICY: The Warner Theatre, in the best interest of all potential building users, reserves the right to maintain a reasonable time period of at least thirty (30) days between similar types of commercial consumer shows (exhibits, sports shows, sales, family events, musical productions, etc.). Some event types may require additional time separation. It is the intent of the Warner Theatre to invoke this time separation as a means of insuring the success of all events held in our facilities.

PERSONNEL:

USHERS

Ushers are called for as needed at the discretion of the Center management. A minimum number of ushers are required for any event or single performance. A MINIMUM number of ushers AND a floor manager and at least one ticket taker employed by the Center will be required to be present and this cost will be borne by the Lessee.

FLOOR MANAGER

It is required, with no exceptions, that the floor manager be present for ALL events or activities. The floor manager, acting on behalf of the Center, supervises, instructs and otherwise directs all floor personnel (Center's and/or Lessee's) with respect to safety, code, comfort and convenience of patrons.

TICKET TAKERS

Ticket takers are called for as needed, which is determined by the rate of ticket sales for the event or activity. A MINIMUM of ONE (1) ticket taker is required and this person shall be employed by the Center, but paid for by the Lessee. Additional ticket takers may be required depending on the number of tickets sold for the activity. This is solely for admission control and enforcement policies.

SECURITY

Security officer(s) are always required. A MINIMUM OF ONE (1) uniformed officer is required for ALL EVENTS. Certain events or activities mandate additional officers and are called for as needed by Center management. Some artist(s)/performers require security at the stage area. Center arranges for all security in the facility, and all costs for such security will be borne entirely by the Lessee.

PERSONNEL COSTS/FEEES

*USHERS, TICKET TAKERS, DOOR GUARDS	\$48.00 p/event/performance
*Note: Rates quoted are for normal event time of four (4) hours. Hours worked beyond the normal four (4) are charged for at the rate of \$12.00 per hour per person.	
FLOOR SUPERVISOR/EVENT SERVICES/HEAD USHER (for all events)	\$64.00 p/event/performance
Hours worked beyond the normal four (4) are charged for at the rate of \$16.00 p/hour	
TICKET SELLER	\$17.50/hr.
SECURITY PERSONNEL SUPERVISOR (uniformed)	\$35.00 p/hr.
SECURITY PERSONNEL (uniformed)	\$31.50 p/hr.
T-SHIRT SECURITY SUPERVISOR	\$21.50 p/hr.
T-SHIRT SECURITY	\$17.25 p/hr.
EMT	\$67.50 p/hr.
AMBULANCE WITH CREW	\$110.00 p/hr.
RUNNER	\$250.00. p/day
PHONE OPERATOR	\$46.00 p/event/performance (4 hours)

CLEAN-UP CHARGES
MAINTENANCE

\$250.00 p/event day
\$17.50 p/hr

All employees work a minimum of 2.5 hours each. Staffing levels determined by Theatre management.

EXTRAORDINARY CLEAN-UP: Removal of excessive material, debris, such as cases, cartons, earth, decorations and the like is considered "extraordinary". If lessee does not remove and clean up to satisfaction of Center management, Center will use Center personnel to perform this work at the rate of \$17.50 per hour, per person, and this fee will be charged to lessee. All events using confetti cannons or similar devices will be charged an additional \$200.00

STAGEHANDS: The facility stage is under the jurisdiction of International Alliance of Theatrical Stagehands Employees (IATSE), Local 113, and these hands must be employed by ALL users of the facility when utilizing the stage or any part thereof. Arrangements for stagehands and spotlight operators and riggers must be made at least fifteen (15) days PRIOR to the event or activity. Basic rates charged are as follows:

Minimum Call 4 hours in, 4 hours out for Stagehands and 4 hours in, 2 hours out for Wardrobe.

Minimum Call shall be 4 Stagehands for the in, 4 during the performance, and 4 on the out.

Minimum Call shall be 1 Electrician for the in, 1 during the performance, and 1 on the out.

Any Stagehand Call Greater Than 15 Men Must Have an Assigned Steward.

Heads of Departments are as follows: Carpenter, Electrician, Props, Sound, Flyman and Forklift

Hourly Rates

2019 2020

\$20.14	\$20.69	Steward
\$19.43	\$19.96	Heads of Departments and Forklift Operator
\$18.17	\$18.67	Stagehands, Loaders and Wardrobe
\$32.00	\$33.50	Lighting Focus (Charged for EVERY ladder climbed.) (Maximum in 2019 \$96.00/in 2020 \$100.50 per man)
\$32.00	\$33.50	Electrician for power hookups on trade shows, media broadcasts, etc.

Straight time is charged from 8:00 AM to 12:00 AM. Time and one-half is charged on hours

Worked from 12:00 AM to 8:00 AM, any time over 8 hours straight time and all holidays (New

Years Day, Good Friday, Memorial Day, Independence Day, Thanksgiving Day, Christmas Eve, Christmas Day,

Labor Day) excluding New Year's Eve where double time is charged

Performance Rates

2019 2020

\$67.65	\$69.51	Heads of Departments/House Spots
\$66.62	\$68.45	Stagehands and Wardrobe
\$92.00	\$93.50	Truss Spotlight

Performance Rates are based on one, three hour performance beginning from the show call.

FIVE MINUTE GRACE PERIOD ON ALL SERVICES

Breaks, Lunch, Dinner:

First Break:

Occurring no later than two and one half hours after the scheduled load in time, lasting 15 minutes

Lunch:

Occurring no later than five hours after the scheduled load in time

One half hour if the presenter provides lunch

***One hour if lunch is not provided by the presenter and the STAGE WILL BE DARK

DURING THIS TIME NO EXCEPTIONS***

Dinner:

Occurring no later than sixty minutes prior to the show

*** If dinner is not provided by the presenter, STAGE WILL BE DARK FOR ONE HOUR

AT LEAST NINETY MINUTES PRIOR TO THE SHOW NO EXCEPTIONS***

RIGGERS: Base rate \$145.00 p/person (minimum call is cumulative total of four (4) hours per person) effective 2015-2019. If return to rig, down-rig etc. on **another** day, add \$50.00 per person to base rate for each **additional** day riggers are called for. ALL HOURS WORKED BEYOND THE FOUR (4) HRS. MINIMUM WILL BE CHARGED FOR AT THE RATE OF \$25.00 P/HR., P/PERSON. **MINIMUM TWO (2) HOUSE RIGGERS PER CALL**

FRINGES/BENEFITS: A CHARGE OF 23% OF THE STAGEHAND/RIGGER BILL WILL BE ADDED FOR FRINGE BENEFITS

ALL RATES ARE SUBJECT TO CHANGE WITHOUT NOTICE

Arena management encourages an early meeting to discuss details, special needs and/or arrangements for planning all functions. Lessee is requested to obtain artist/performer "Technical Rider" early so as to expedite arrangements with Operations Department. The Arena requires notice of the stagehand call seven calendar days prior to any event. This notice is essential to satisfy the stage call for every event. If the stagehand call is not provided seven calendar days prior to any event a \$100.00 fee will be added to settlement.

ADDITIONAL EQUIPMENT RENTAL RATES

INTERNET/TELEPHONE LINES	4 Lines Available @ \$150.00 per Line
FORK LIFT	\$240.00 p/day
WASHER/DRYER RENTAL	\$ 50.00 p/day per set
FOLLOW SPOTLIGHTS	\$100.00 p/light, p/performance (4 available)

FIXED LEKOS lighting instruments, in fixed position on balcony rail, if required, are rented at the rate of \$15.00 per instrument per event.

CHAIRS (white padded)	\$.50 p/chair, p/event
ROUND COCKTAIL TABLES (30")	\$ 5.00 p/table, p/event
ROUND TABLES (60")	\$ 5.00 p/table, p/event
BANQUET TABLES (30" X 96")	\$ 5.00 p/table, p/event
TABLE SKIRTING (white)	\$ 5.00 each
TABLE COVERINGS (white)	\$ 5.00 each
PODIUM	\$ 50.00 p/event
TOWELS	\$ 3.00 each

ALL RATES ARE SUBJECT TO CHANGE WITHOUT NOTICE

SMOKING: The Warner Theatre is operated as a smoke free facility. Lessee shall abide by this policy and enforce this policy whenever necessary. Lessor shall have the right to intervene if this policy is not maintained and take whatever action necessary to preserve the smoke free environment.

GENERAL CONDITIONS

Basic rental covers normal heating, cooling, janitor service, water, normal lighting and other normal equipment as is in place for the day to day operation of the facility. The Center will store advance shipments of show or convention goods as availability of storage space permits. However, the Center does not guarantee or imply that storage space is available. Furthermore, by doing so, the Center accepts NO responsibility for care of such goods.

Use of the facility marquee is left to the discretion of the Center management, however, Lessee will be given priority.

Lessee shall not post, affix or otherwise display any advertising of ANY nature without the PRIOR written approval of the Center.

The use of helium balloons is prohibited in the Warner Theatre without specific written approval of the Erie County Convention Centers Executive Director.

Lessee bears all costs incurred for Center personnel, as required and specified in this Operating Policy. Center personnel are required to be present for all events and activities for building code and the safety and comfort of patrons. All personnel utilized by the Lessee must have PRIOR approval from Center management. Center may, at Center management's discretion, employ or cause to be employed additional personnel necessary for the safety and/or convenience of patrons, protection of the integrity of the building policy and for the generally smooth operation of the facility for Lessee's event or activity.

It shall be the obligation of the Lessee, at Lessee's expense, for stage crew personnel to return the stage performance area to a clear (struck) position at end of the Lessee's day of use. In addition, certain times it is required by the artist or show that the stage be prepared or pre-rigged in advance of

move-in (i.e. striking of all sets, clearing of all lines and removal of all drapes and positioning of hanging points, etc.). This expense is the Lessee's to bear.

NOTICE TO LESSEE

In preparing for your upcoming event at the Warner Theatre, you are responsible for meeting the following requirements of the Fire Marshal's Office **BEFORE YOUR EVENT BEGINS AND THE PUBLIC IS ALLOWED TO ENTER.**

- * NO exit lights or signs are obstructed.
- * NO L.P. or butane gas is allowed at your event.
- * NO fire extinguishers or fire hose cabinets are obstructed.
- * If fireworks or pyrotechnics are to be utilized, you **MUST** file for a Fireworks Display Permit with the Fire Marshal's Office.(See attached)
- * If lasers are to be used, they must be manufactured and operated under United States Food and Drug Administration Compliance Policy Guide Statement #22. The Variance Number, as issued by the United States Food and Drug Administration Center for Devices, and its expiration date shall be supplied to the Erie County Convention Center Authority and to the Fire Marshal not less than thirty (30) days prior to any scheduled event.
- * NO doors shall be propped open, unless they are equipped with a self-closure.
- * ALL CO2 and compressed gas tanks shall be secured.
- * ALL straw, grass, etc., must be made flame retardant.
- * Sprinkler heads shall **NOT** be obstructed.
- * Exhibits or performances where a flame is used, **MUST** be approved by the fire marshal in advance of the event.
- * ALL fire lanes, exit ways and aisles **MUST** be kept clear at all times.

In addition, all electrical installations must meet the most recent standards as established by the National Electrical Code.

Warner Theatre

In order for a fireworks or pyrotechnics display to receive approval from the Erie Fire Department, the following information must be provided as soon as possible but at least 10 days prior to the show. Fax to the Erie Fire Department at both (814) 454-5372 and (814) 456-6200 and the Warner Theatre at (814) 455-9931.

Erie Fire Marshal
311 Marsh Street
Erie, PA 16508
(814) 454-7163

Persons, Group, Organization Sponsoring the Production

Production Date

Production Time

Exact Location

Operator

Operator Qualifications

Operator Pyrotechnic Experience

Confirmation of State and Federal Licenses Held by Operator

Number and types of pyrotechnic Devices and materials to be used

ALSO INCLUDE

Evidence of operator's insurance carrier or financial responsibility

Diagram of display

I certify that the set, scenery and rigging material are inherently flame retardant or have been treated to achieve flame retardancy.

Signature of Pyrotechnic Operator

This information is based on the guidelines set forth in NFPA 1126, standard for Use of Pyrotechnics before a Proximate Audience