

Yum! Family Series Student Matinees

RESERVATION POLICIES AND TERMS OF AGREEMENT

Student Matinee reservation requests are filled on a first-come, first-served basis.

It is our mission to create an outstanding experience for you and your students, and the following policies help us achieve this goal. We appreciate you taking the time to review the following. Deposit payments are an automatic agreement to the following.

DEFINITIONS OF TERMINOLOGY (in order of use)

Reservation Request: Submitting a request for seats to a student matinee performance via Actors online reservation request form. Dates requested are not assigned dates.

A Reservation Request submitted online with deposit payment due within ten day of submission. Valid Reservation Request:

Buy Out: To purchase all of the seats for a given performance. A Buy Out is an automatically guaranteed Reservation.

Confirmed Reservation:

A Valid Reservation Request filled by Actors after having assigned performance date(s.) Also referred to as "reservation".

A Confirmed Reservation that remains unpaid after the Thirty (30) Day Deadline is considered to be guaranteed at the number of seats being held at that point and Guaranteed Reservation:

payment is expected in full immediately. Also referred to as "Final Sale"

Paid Reservation: A Confirmed Reservation that has been paid in full whether it is before or after the Thirty (30) Day Deadline. For every twenty seats purchased Actors provides one complimentary seat for the use by a teacher or adult chaperone. 20:1 Ratio:

RESERVATION REQUESTS AND DEPOSITS

Reservation Requests for the 2019-2020 Yum! Family Series Student Matinee performances must be submitted via online reservation form. Actors Theatre (Actors) reserves the right to waive this requirement if technical difficulties arise.

- Submitted requests will be considered as a Valid Reservation Requests for up to ten (10) days without payment of the appropriate deposit(s) as spelled out herein and will be filled in order of receipt. Subject to availability.
- Deposit(s) can be paid by credit card—Visa, MasterCard, Discover, American Express—or check. An electronic invoice for deposit will be emailed to the representative who submitted the request and copied to the applicable bookkeeper with payment due within ten (10) days of initial submission of Reservation Request. If paying deposit(s) by credit card, a group sales representative will contact school or home school representative for account information. If payment of deposit(s) is not received within ten (10) days of initial submission, the Reservation Request will become a Valid Reservation Request on the date the deposit payment(s) is received and filled in order of actual date of validation. (Purchase orders are not accepted.)
- Deposit requirements:
 - \$25 if requesting 10 or fewer seats.
 - \$50 if requesting more than 10 seats up to a Buy Out of the entire theatre.
 - Buy Out Requests: \$100 for Bingham Theatre and Victory Jory Theatre; \$200 for Pamela Brown Auditorium
- A Buy Out Reservation Request is automatically considered a Guaranteed Reservation per following capacities:
 - Bingham Theatre Capacity: 318 total seats (303 paid and 15 complimentary)
 - Pamela Brown Auditorium Capacity: 633 seats (603 paid and 30 complimentary)
 - Victor Jory Theatre Capacity: 159 total seats (152 Paid and 7 complimentary)
- Deposits will be refunded only when written cancellation of reservation is submitted by US Mail or by emailing groupsales@actorstheatre.org more than thirty (30) days before the performance date; otherwise, deposits are forfeited.
- Actors will email a confirmation to acknowledge receipt of cancellation notification.

RESERVATION CONFIRMATION

- Upon receipt of a Valid Reservation Reguest, the Group Sales Department will determine if seating is available to fulfill the requested performance(s) and requested date(s). Due diligence will be taken to fill Valid Reservation Requests with the 1st date choice(s); however, Actors reserves the right to fill Reservation Requests with student matinee dates based upon availability.
- Once performance date(s) has been assigned, Actors will mail a detailed confirmation to the person responsible for the reservation as well as the school's principal if applicable.
- The teacher, staff member or home school representative originating reservation is doing so as an authorized representative of the organization listed in the Reservation Request. Should said representative fail to cancel the Confirmed Reservation for any reason including having left the organization at any time before the performance date(s) requested, the organization is still considered responsible for abiding by these policies and terms.
- Should the originating representative in charge of the reservation need to be changed for any reason, it is the organization's responsibility to inform Actors of the change in writing by US Mail or by emailing groupsales@actorstheatre.org.

INVOICING AND FINAL PAYMENT

- Full and final payment for the Confirmed Reservation is due more than thirty (30) days before each performance date.
- The Group Sales Department will mail an invoice to the representative responsible for the Confirmed Reservation and, if applicable, to the organization's bookkeeper approximately six (6) weeks before each performance date.
- If final payment or written notice of cancellation has not been received by Actors more than thirty (30) days before a performance date, the number of seats held at that time will be considered a **quaranteed number** and the Confirmed Reservation becomes a FINAL SALE. The organization is then responsible for the full amount due based upon the guaranteed number of seats. Past Due invoices based upon the guaranteed number will be mailed to the representative in charge of the reservation and, if applicable, to the school's bookkeeper for immediate payment.
- Confirmed Reservations that remain unpaid after the Thirty (30) Day Deadline are subject to release, at the discretion of Actors, and made available to waitlist patrons. If an unpaid/quaranteed reservation is released, Actors will notify the representative in charge of the reservation in writing or via email. Deposit payments forfeited for released reservations.
- After final payment is received, the Group Sales Department will mail a paid invoice to the representative responsible for the Confirmed Reservation as final confirmation. Paid quaranteed reservations are non-refundable,

• Organizations will be invoiced for any additional students brought on the day of the performance at per student rate with payment due upon receipt. Additional attendees may be required to stand for the performance based upon availability.

REVISING A RESERVATION

- Revision requests such as changing a performance date and increasing or lowering the number of seats can only be made by the originating or appointed representative in charge of reservation and must be submitted in writing by US Mail or by emailing groupsales@actorstheatre.org. The Group Sales Department cannot accept revisions made by parents or caregivers.
- Revising Seats:

More than thirty (30) days before a performance date:

- <u>Unpaid Reservation</u>: The number of seats held on the Confirmed Reservation can be lowered or increased as approved by the Group Sales Department.
- <u>Paid Reservation</u>: After receiving final payment, the number of seats purchased can be lowered as approved by the Group Sales Department. Based upon Actors' 20:1 Ratio and at Actors' discretion, the dollar amount equivalent to the released seats will either be applied to another reservation made by the same organization or will be refunded if no additional reservation(s) or invoice(s) exist.

• Within 30 days of a performance date:

- Paid and Guaranteed Reservations: Subject to availability, the number of seats reserved cannot be decreased, but can be increased, based upon availability, according to Actors' 20:1 Ratio and the approved revised number will automatically be considered a guaranteed number. Payment for additional seats will be due within seven (7) days from date of approval or no later than the day of the performance.
- A revised invoice or confirmation will be mailed to the representative in charge of the reservation and, if applicable, to the bookkeeper after revisions have been approved by the Group Sales Department. All policies pertaining to final payment will then be based upon the revised number of seats held.

WAITLIST POLICY

- Once all of the performances for a specific production have been fully booked, a waitlist will be created for that production and filled based upon availability. Waitlist requests must be submitted via the online reservation request form.
- No deposit is required to be placed on the waitlist for a performance; however, once a Waitlist Reservation Request is converted into a Valid or Guaranteed Reservation, dependent upon the date of being placed into a performance, either a deposit or full payment will be due before the performance in accordance with these Reservation Policies and Terms of Agreement.

PERFORMANCE PREVIEWS

- Two free tickets to select performances will be made available for the purpose of previewing the production(s) specifically for any potential concerns regarding content. Dates subject to availability; alternate dates offered only if originally selected performances are unavailable. Free tickets must be used for the date(s) offered and the representative in charge of reservation, a named alternate representative, or a school's principal must be one of the attendees at the performance.
- To be considered legitimate grounds for choosing not to attend a production specifically for content, content concerns must be from the organization and **received in writing** by US Mail or by emailing groupsales@actorstheatre.org within twenty four (24) hours after previewing the performance(s). No refunds for cancellations due to content; however, system credits may be offered in accordance with cancellation policy.
- Content concerns will only be considered legitimate grounds for an organization's choosing not to attend a production only if at least one of the organization's representatives as listed above actually attended the offered preview performance(s).

BEHAVIOR AND CHAPERONE POLICIES

- To support student safety and behavior management Actors requires one adult chaperone be in attendance for every twenty students. Chaperones will be asked to wear a nametag to be provided by Actors and required to sit in seats designated by signage within an assigned seating section in order to equally distribute chaperones amongst the group. Chaperone seats will be complimentary based upon Actors' 20:1 ratio. Additional chaperones will be required to pay the per ticket rate. Exceptions can be made upon request when based upon individual school policies.
- Teachers and chaperones are responsible for all student behavior while attending a student matinee including crossing the street to enter and exit the theatre and while in lobbies, restrooms and theatre spaces.
- If students damage or destroy theatre property the school will be invoiced for the cost of repair or replacement. A clean up fee will also be charged for excessive mess or trash left behind. Payment due upon receipt.
- If students or chaperones are disruptive during the performance, they may be asked to be reseated or removed from the theatre without a refund.
- If student behavior is disruptive or dangerous to themselves or the cast and crew, Actors reserves the right to stop the performance without refund to any party.

CANCELLATION/REFUND/SYSTEM CREDIT POLICY

- Refunds given only if request for cancellation is **received in writing** by US Mail or emailing groupsales@actorstheatre.org more than thirty (30) days before a performance date and cancellation notice has been confirmed by the Group Sales Department.
- No refunds for cancellations received less than thirty (30) days before a performance date regardless of reason given.
- Cancellations due to legitimate content concerns will be given a system credit to be used for future performances.
- Organizations missing performances due to school closure for inclement weather on the day of the performance will receive a system credit to be used for future performances exceptions will be considered for performances in January and February.
- Once applied to a future performance, a system credit cannot be refunded or reapplied as a new system credit.