

## **La Mirada Theatre for the Performing Arts Terms of Service.**

### **All Sales Are Final. There are no refunds or cancellations.**

Each ticket you purchase is a limited license to attend a particular event at La Mirada Theatre for the Performing Arts and is subject to the additional terms and/or restrictions that may be set forth on that ticket. Tickets to events at La Mirada Theatre are generally available through several distribution points, including online, telephone, and in person at the box office. These distribution points generally access the same inventory. Therefore, tickets for popular events may sell out quickly. Occasionally, additional tickets may be available prior to the event. All pricing is subject to change without notice, and prices are not guaranteed.

Tickets are typically subject to a per ticket convenience charge and an online order fee, unless purchased in person at the La Mirada Theatre box office. These fees directly offset the cost of facility operations and help maintain the first-class La Mirada Theatre experience for all patrons. All fees are disclosed during the purchase process before an order is completed online, or by phone.

Ticket limits vary depending on the type of event or the anticipated demand for tickets. Check the event information area for more information on ticket limits for your event. Please adhere to the published ticket limits. If we determine that a ticket limit has been exceeded, we may cancel an order, or part of an order, without notice, or cancel a ticket that has already been delivered, rendering it null and void without notice.

The license granted when you purchase your ticket may be revoked upon a refund of the box office price. Management reserves the right to refuse admission or eject any person whose conduct is deemed by management to be disorderly or who fails to comply with the terms and conditions herein.

### **Refunds and Exchanges**

Before purchasing tickets, carefully review your event and seat selection. Tickets are non-refundable and only exchangeable for another date of the same program, subject to availability and service charge, except promotional and complimentary tickets which are not exchangeable. Tickets may not be exchanged once a performance has passed. Not all performances may be exchanged. Tickets exchanged into a higher price level will increase the price of the new ticket and you will need to pay the difference. There are no partial refunds on exchanges for a lower priced ticket. If you are unable to attend an event, unused tickets may be donated to La Mirada Theatre prior to the performance as a tax-

deductible contribution to the La Mirada Theatre Foundation. No refunds will be offered on previously purchased tickets if a promotional price is offered at a later date.

### **Cancelled and Rescheduled Events**

Performance dates, casting, and programs are subject to change. Our seat map changes for some productions, sometimes resulting in additional seats being added to the front of the house.

If a performance is cancelled or rescheduled, you may choose to accept the new performance date, obtain a refund, donate the tickets back to La Mirada Theatre, or receive a La Mirada Theatre Gift Certificate for future use. Refunds shall only be made to the original purchaser and by the original method of payment. Any expenses incurred for transportation, lodging, meals, etc., will be the sole responsibility of the patron.

### **Billing Information Verification**

Tickets purchased with credit cards are subject to approval and verification of billing addresses. Failure to provide an accurate address may result in your payment being rejected, which could place a hold on your credit/debit account. If declined, your credit card company may take three to 10 business days to release those funds. La Mirada Theatre for the Performing Arts is not responsible for such holds and cannot affect the release of such holds.

### **Online Ticket Brokers, Third Party Ticket Resellers, and Fraudulent Purchases**

Patrons are encouraged to double check the ticket seller. Tickets to all performances presented by La Mirada Theatre for the Performing Arts are available through the La Mirada Theatre Box Office at 562-944-9801 and the official La Mirada Theatre website ([www.lamiradatheatre.com](http://www.lamiradatheatre.com).) La Mirada Theatre for the Performing Arts is not responsible for sales and purchases made outside of its direct control, such as those made by or from unauthorized ticket brokers and resellers.

La Mirada Theatre for the Performing Arts reserves the right to cancel any order suspected of being fraudulent to protect both patrons and the venue at its sole discretion. Suspicious orders may be canceled and refunded. Patrons with questions can contact the La Mirada Theatre Box Office.

### **Attendees Under 18**

Children under age three are not allowed to attend La Mirada Theatre productions and presentations. Regardless of age, everyone must have a ticket and must be able to sit in their own seat. Babes in arms are not admitted. Some rental events may have different

policies as determined by the renter of the venue. Please refer to the individual event page for any exceptions to the age requirement.

Patrons ages 16 and 17 may attend a performance without an accompanying adult if they have their parent or guardian's permission.

### **Late Seating**

To minimize disruption, patrons not seated when the performance begins will be asked to watch the lobby monitor until an appropriate break. Latecomers may also be given alternate seats until intermission. There may be instances where no late seating is allowed.

Stay in your assigned ticketed seat and be prepared to show the usher your ticket upon request.

### **Accessibility**

Limited wheelchair accessible and companion seats are available for all performances at La Mirada Theatre for the Performing Arts. A limited number of assistive listening devices are available for the hard of hearing. An Open Captioned performance of each performance for the Broadway Series at La Mirada Theatre is available on a select Saturday matinee.

### **Group Sales**

For groups of 15 or more, call the La Mirada Theatre for the Performing Arts Box Office at 562-944-9801 to request a discount. Discounts are available for many, but not all performances.

### **Mobile Devices**

Light and sound from mobile devices are extremely distracting to audience members and performers and must be turned off.

### **Smoking**

The venue is a non-smoking venue to include e-cigarettes, tobacco, or marijuana products. Smoking areas are located outside the building.

### **Dress Code**

Although La Mirada Theatre for the Performing Arts does not have a set dress code, a shirt and shoes are always required.

## **Marketing and Other Email Reminders**

By completing a purchase, you will be automatically signed up to receive performance reminders and patron alerts, special promotions and offers, as well as other communications via email. You can update these settings by calling La Mirada Theatre Box Office at 562-944-9801.

## **Recording and Transmission; Grant of Likeness**

You agree not to record or transmit, or aid in recording or transmitting, any event at La Mirada Theatre for the Performing Arts or any description, account, picture, or reproduction of an event at La Mirada Theatre for the Performing Arts. You agree that the event for which you purchase tickets takes place at a public venue, that your appearance and actions inside and outside the venue where the event occurs are public in nature, and that you have no expectation of privacy regarding your appearance or actions at the event. To the extent permitted by law, you grant permission to La Mirada Theatre for the Performing Arts to utilize your name, image, likeness, and voice in any live or recorded audio, video, or photographic display or other transmission, exhibition, publication or reproduction made of, or at, the event (regardless of whether before, during or after the event) for any legitimate purpose, in any manner that is not disparaging, and in any medium or context now known or hereafter developed, without further authorization from, or compensation to, you or anyone acting on your behalf.

## **DISORDERLY CONDUCT**

Guests who engage in disorderly conduct or any other behavior deemed detrimental to the experience of other guests may be asked to leave the venue. Patrons who are asked to leave may not receive a refund or be compensated in any way for their loss. Disorderly conduct may include—but is not limited to—the following:

- Intentionally blocking the view of other patrons by standing on chairs or placing children on their shoulders.
- Please refrain from leaning or placing belongings on the railings.
- Drunk and disorderly conduct, including underage drinking
- Fighting or challenging others to fight
- Use of profanity and/or offensive words that could provoke a negative reaction from other patrons, staff, or artists
- Throwing, discharging, or launching any objects or liquids
- Igniting and display of flames (e.g., lighters, matches)
- Attempting to enter the performance areas without official credentials
- Interference with or delay of the event

### **Limitation of Liability**

To the extent permitted by law, in no event will La Mirada Theatre for the Performing Arts be liable for any indirect, consequential, exemplary, incidental or punitive damages.

Notwithstanding the other provision of the TOS, if La Mirada Theatre for the Performing Arts is found to be liable to you for any damage or loss which arises out of or is in any way connected to your use of the Website, the total liability of La Mirada Theatre for the Performing Arts shall not exceed the amount you paid to use the Services.

### **Waiver and Indemnity**

By using the Website, you agree, to the extent permitted by law, to indemnify and hold harmless, La Mirada Theatre for the Performing Arts, its officers, directors, agents, employees and affiliates, from any demands, loss, liability, claims or expenses (including reasonable attorneys' fees), made against La Mirada Theatre for the Performing Arts by any third party caused by or arising out of or in connection with your use of this Website. You will not sue or recover any damages from La Mirada Theatre for the Performing Arts, its officers, directors, agents, employees and affiliates as a result of its decision to remove any content, to warn you, to suspend or terminate your access to the Website, or take other action during the investigation of suspected violation or following La Mirada Theatre for the Performing Arts' conclusion that a violation of the TOS has occurred.

### **Disclaimers**

La Mirada Theatre for the Performing Arts is not responsible for any incorrect or inaccurate content posted on the website, whether caused by you or by any of the equipment or programming associated with or utilized by the website. La Mirada Theatre for the Performing Arts is not responsible for the conduct, whether online or offline, of any users. La Mirada Theatre for the Performing Arts assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of any use communication. La Mirada Theatre for the Performing Arts is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or any injury or damage to users or to any person's computer related to or resulting from participation or downloading materials in connection with the website. Under no circumstances shall La Mirada Theatre for the Performing Arts be responsible for any loss or damage, including

personal injury or death, resulting from use of the website from any content posted, or from the conduct of any users, whether online or offline.

### **Violation of These Terms of Service**

You agree that La Mirada Theatre for the Performing Arts may disclose any information it has about you if it determines that such disclosure is necessary in connection with an investigation or complaint regarding your use of the Website. La Mirada Theatre for the Performing Arts reserves the right to disclose any information that La Mirada Theatre for the Performing Arts deems necessary to comply with any applicable law, regulation, legal process, or for fraud protection purposes.

### **Construction of this Agreement; Governing Law**

This TOS constitutes the entire agreement between you and La Mirada Theatre for the Performing Arts regarding your use of the Website and supersedes any and all prior agreement between you and La Mirada Theatre for the Performing Arts with respect to such use. If a term is held invalid or unenforceable, the remaining portion of the agreement shall remain in full force and effect.

You agree that all matters relating to your use of the Website shall be governed by the laws of the United States and the laws of the State of California without regard to its conflicts of laws provision.