



FACILITY USE AND SERVICES AGREEMENT COMMUNITY USER

**Lucia Mar
Unified
School**

THIS AGREEMENT FOR SERVICES is entered into this ____ day of _____, 20____ by and between the CLARK CENTER ASSOCIATION, hereinafter referred to as ASSOCIATION, the LUCIA MAR UNIFIED SCHOOL DISTRICT, hereinafter referred to as DISTRICT and _____, hereinafter referred to as USER for rental of and services related to the use of the Clark Center.

USER INFORMATION

Organization		Authorized Representative (Name, Title)	
Address		City	Zip
Day Phone	Evening Phone	Fax	
E-mail		Website	
Tax I.D. No./Social Security No.		Check one of the following: <input type="checkbox"/> Non-Profit Organization <input type="checkbox"/> Commercial	
Secondary Contact (name & phone number)		Performers: Total number of performers: _____ Age of performers: _____ Will performers sit in Theatre: Yes/No If yes, number of seats _____	
Will video/cameras be allowed: Yes/No		Will performance be professionally videotaped: Yes/No If yes, name and phone number of videographer:	

FACILITIES REQUESTED (MARK ALL THAT APPLY):

_____ Forbes Hall (main Stage) _____ Studio Theatre _____ Other: _____

_____ Orchestra pit (circle one: below ground, ground (*no additional cost*), stage level)

Date(s) Requested:) _____

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Date							
Set up time							
Meal Break							
Curtain Time							
Exit Time							

NAME AND TYPE OF EVENT

Title _____ Type of EVENT _____

Intermission? Yes/No *If answered no, please see Item 4.*

Length _____ Time (approximate) _____ Run Time of show _____

Ticket Prices

General Admission: _____ OR Gold: _____ Silver: _____ Bronze: _____

Are any pre- or post EVENT activities planned? Yes/No

If yes: When? _____ to _____ Location: ___Lobby \$80 ___Salon \$50 ___Studio \$100

Will programs be provided for distribution? Yes/No

How to handle latecomers?

No Late Seating _____ During break (specify when) _____ Any time _____ Any time at back _____

Do you or your performers plan to sell merchandise (CD's T-shirts, etc.)? Yes/No

Are there any other seating or special arrangements needed? _____

TECHNICAL REQUESTS

Staffing

Please indicate your staffing requests _____Audio Tech _____Light Tech _____Flys

_____Stage Manager _____Deck Hands _____Follow Spot(s) _____Tech Supervisor

Audio and Video Equipment Requirements

Microphones needed # _____ type _____ # _____Monitor Speakers _____CD

_____DVD _____Screen _____LCD Projector(\$75) _____Audio Cassette _____Spots

_____Cyc _____Scrim _____Mid-Traveler Main Curtain---Travel _____ Fly _____

_____Laptop _____Internet _____CD Recording _____Shell Size _____Chairs

Grand Pianos

_____Steinway Piano 5'...(\$50) or _____Steinway 6'...(\$250)

Lighting Equipment Requirements

_____Basic Wash _____Theatrical Lighting(\$100 per day) _____Moving Light Package (\$75per day)

_____Choral Risers# # _____Platform Risers (4'x8') what approx height? _____

Terms of the Agreement

1. Event Insurance

USER shall not use the Theater in any way until it has provided evidence satisfactory to the District that it has secured all insurance required under this License Agreement. USER shall, at its expense, procure and maintain for the duration of the Performance, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of USER's rights under this Agreement by the USER, its officials, officers, employees, agents, consultants and independent contractors. USER shall provide the types, amounts and provisions of insurance required by the District in accordance with the District's Civic Center Act Policy. Such insurance may include Commercial General Liability Insurance, Business Automobile Liability Insurance and Workers' Compensation Insurance. The insurance policies may be required to be endorsed to include the District and its directors, officials, officers, employees, agents and volunteers as additional insured with respect to the License Agreement, except to the extent of negligence of the District and its directors, officials, officers, employees, agents and volunteers. As provided for in the District's Civic Center Act Policy, the District may also require additional insurance provisions or endorsements. USER shall furnish District with original certificates of insurance and required endorsements affecting coverage required by this License Agreement on forms satisfactory to the District. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

2. Reservation/Deposit/Rental Fees

Requests for date reservations may be made up to 18 months in advance. This request will place a hold on the desired date(s). If any reservation is challenged by a second party, the potential USER will be given 48 hours to confirm dates by signing this contract and providing funds for deposit.

A non-refundable deposit of twenty-five percent (25%) of the estimated total fees and costs noted in Paragraph 3 above will be required for all non-District rentals. These funds must be deposited within 48 hours of the District's approval of this License Agreement to assure dates. A non-refundable deposit of an additional fifty percent (50%) of the estimated total fees and costs will be collected thirty (30) days prior to the first performance date. The balance of the estimated total fees and costs, plus an additional security deposit of \$275, will be required prior to the first performance date. Any additional actual fees and costs will be invoiced as noted in Paragraph 2 above. Until a date is fully contracted the District has the right to supersede any hold.

In addition the USER agrees to make a non-refundable deposit of **\$100.00** for each EVENT to the ASSOCIATION **at the time this agreement is signed and returned**. This deposit will be applied to Association Service fees. If USER cancels the event, the ASSOCIATION will retain the deposit.

3. Permits, Royalties and Consent

The USER shall, at USER's sole cost and expense, obtain any and all government permits, approvals, copyright licenses, intellectual or creative property use authorizations or concurrence required for the Performance or use of the Theater. Further, USER agrees to promptly pay any royalty fees or other charges required from private persons or corporations for the production and presentations of any Performance hereunder, as well as to indemnify, defend, protect and hold the District harmless from any failure to make any such payments. Furthermore, USER agrees to comply with all local, state and federal ordinances, statutes, laws and/or regulations.

4. Parking

Often there are multiple events at the Clark Center and Arroyo Grande High School. These events can impact the availability of parking. USER is responsible for securing additional parking for artist and patrons. See Theatre Manger for details.

5. Cancellation

Time is of the essence for this Agreement. In the event USER fails to timely pay any monies due under Paragraph 2, this Agreement may be cancelled by the District immediately. In the event of any other breach of

any items or provisions of this Agreement, this Agreement may be cancelled by the District within three (3) days of mailed, written notice delivered to USER.

6. Hold Harmless and Indemnification

USER shall indemnify and hold the District and its directors, officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death, to the extent arising out of or incident to any negligent acts, omissions or willful misconduct of USER, its officials, officers, employees, agents, consultants and independent contractors arising out of this Agreement, including without limitation the payment of all consequential damages and attorneys' fees, expert witness fees, and other related costs and expenses. USER's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District and its directors, officials, officers, employees, agents and volunteers. As provided for in California Education Code Section 38134, this indemnification provision shall not extend to any injuries resulting from the negligence of the District or its directors, officials, officers, employees, agents and volunteers.

Warrantee- LMUSD does not warrantee any equipment housed within the Clark Center

7. Force Majeure

In the event that the Theater is unfit for occupancy by USER during the period covered by this Agreement, by reason of fire, earthquake, strike, civil disturbance or any other force beyond the control of the District, this Agreement shall be of no further force and effect.

8. Authorization

USER has expressly authorized the execution of this Agreement on its behalf, and USER understands that this Agreement expressly binds the USER and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, partners, insurance carriers and any others who may have rights or obligations under this Agreement. The District reserves the right to require written documentation evidencing the power of the person signing below to execute this Agreement on behalf of the USER.

9. Entire Agreement; Modifications in Writing

This Agreement is the entire Agreement and understanding between the parties, and this Agreement supersedes any representations, or previous agreements or understandings, either oral or in writing, between the parties hereto with respect to the subject matter of this Agreement. Any modifications to this Agreement will be effective only if they are in writing and signed by authorized representatives of the USER and District.

10. Attorney's Fees

If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this License Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

Front of House Conditions of Use Agreement

1. BOX OFFICE

- a. The ASSOCIATION provides Box Office services to **all** public events at the Clark Center.
- b. Box Office hours are Monday through Friday, 12-6pm, Saturday 12-4pm.
- c. The Box Office accepts VISA/MasterCard, personal checks and cash.
- d. The Box Office sells tickets through telephone orders, website, mail, fax and window sales.
- e. The Box Office space is **not** available for use by the USER for any purpose.
- f. Tickets will be mailed when ordered at least two weeks prior to event. If less than two weeks prior, tickets are held in will call and may be picked up two (2) hours prior to PERFORMANCE.
- g. ASSOCIATION will provide to the USER a settlement and payment of net ticket sales minus ASSOCIATION fees within ten (10) working days after the final PERFORMANCE.
- h. The ASSOCIATION reserves the right to hold up to \$300.00 for returned checks.
- i. **Any changes to the contract that cause additional set up or staff time, USER will be charged appropriate fees.**

2. FRONT-OF-HOUSE

- a. USER will be required to use the ASSOCIATION trained usher core for public events.
- b. A flat fee of \$100.00 per Event covers Usher Captains, Ushers, Ticket Takers and Concessionaires.
- c. For Studio Theatre events, the ASSOCIATION will provide TWO ushers for \$50 per event.

3. MERCHANDISE/SOUVENIRS

- a. The USER may sell non-food items during the Event (s) for which the USER (and/or artist) agrees to pay 15% of gross sales to the ASSOCIATION.
- b. A \$50 deposit is required if USER is not using ASSOCIATION box office.
- c. USER is responsible to inform all hired acts/artists of this fee.

4. FOOD CONCESSIONS

- a. The ASSOCIATION has exclusive rights for food and beverage concession sales.
- b. USERS may not bring in food for sale to patrons.

5. MARKETING

- a. The Association includes listings of all public Events on its website at www.clarkcenter.org free of charge. Please feel free to forward any Press Releases, Graphic Images, or other information.
- b. USER must include official Clark Center Logo on all printed materials.
- c. If USER wishes to send a postcard or mailing to any ASSOCIATION mailing list, USER must pay \$100 minimum plus postage. Ask ASSOCIATION for more details.

6. HOUSE RULES

- a. ASSOCIATION may retain TEN tickets to each Event for households and trouble seats.
- b. No one will be admitted to the theatre without a ticket.
- c. No cameras or recording devices are allowed unless USER grants permission in writing.
- d. **There is no smoking** allowed anywhere on the LMUSD campus.
- e. **There is no eating or drinking** permitted in the theatre auditorium or stage.
- f. Performers must use the Artists Entrance located at the rear of the theatre.
- g. The entrance doors are manned for approximately one hour after curtain to admit late arrivals.
- h. We provide a 20-minute intermission unless instructed otherwise.
- i. The theatre and Lobby will be locked and the lights turned out 20 minutes after Event, unless there are post show activities planned and approved in advanced.
- j. No attachment of any signs to any wood or painted surfaces. All signage must be approved by management.
- k. **No bare feet in any work space.** Fully closed shoes required in any and all work areas.
- l. **No painting of any type or spray adhesives** anywhere but in the paint shop.

SERVICES AND FEES (This section is not complete until USER chooses one option under Mandatory Fees and one option under either Box Office or Off-Site Distribution.)

Mandatory Fees

Select one by initialing choice:

- _____ **\$140** per EVENT for Front of House services for **Forbes Hall event or**
_____ **\$60** per EVENT for Front of House services for **Studio Theatre event**

- _____ Initial **15% of gross merchandise sales** payable to ASSOCIATION through box office settlement or
_____ Initial for \$50 deposit for merchandise sales if USER is not using ASSOCIATION box office

Ticket Sales

Select one by initialing choice:

_____ **FEES FOR RESERVED SEATING:**

- a. \$100 per PERFORMANCE for set up.
- b. \$100 per PERFORMANCE for Box Office staffing (Two hours prior through intermission).
- c. \$2.00 per ticket for every reserved ticket sold or printed, including comps.
- d. Credit card fees of 3.5% of gross credit card sales apply.
- e. ASSOCIATION charges patrons a per-order handling fee for all sales, except walk up sales.
- f. USER event will automatically be placed in the ASSOCIATION Website online store at **no charge**.

_____ **FEES FOR GENERAL ADMISSION:**

- a. \$50 per PERFORMANCE for set up.
- b. \$100 per PERFORMANCE for Box Office staffing (Two hours prior through intermission).
- c. \$1.50 per ticket for every general admission ticket sold or printed, including comps.
- d. Credit card fees of 3.5% of gross credit card sales apply.
- e. ASSOCIATION charges patrons a per-order handling fee for all sales, except walk up sales.
- f. USER event will automatically be placed in the ASSOCIATION Website online store at **no charge**.

_____ **FEES FOR GENERAL ADMISSION & OFF SITE DISTRIBUTION COMBINATION**

- a. \$50 per PERFORMANCE for set up.
- b. \$100 per PERFORMANCE for Box Office Staffing (Two hours prior through intermission).
- c. \$1.50 per ticket for every general admission ticket sold or printed, including comps.
- d. \$.75 per ticket printed for Off Site distribution.
- e. Credit Card fees of 3.5% of gross credit card sales apply.
- f. ASSOCIATION charges patrons a per-order handling fee for all sales, except walk up sales
- g. USER may designate amount of tickets to be printed for user to sell off site. ASSOCIATION assumes no responsibility for tickets or revenue USER receives from tickets sold off site.

_____ **FEES FOR OFF SITE DISTRIBUTION**

- a. USER must be a non-profit organization and provide a copy of its 501(c)3.
- b. USER may only have General Admission tickets and will be charged the **\$50 set up fee per PERFORMANCE**.
- c. USER MUST use Clark Center ticket stock at **\$.75 per ticket printed** for Off Site distribution. ASSOCIATION assumes no responsibility for tickets or revenue received once tickets are delivered.
- d. USER agrees ASSOCIATION will **NOT SELL TICKETS** to USER event.
- e. USER must provide a phone number for patrons to call to get their tickets.
- f. USER to provide TWO ticket sellers the day of the event that must be present through intermission.

Rental Deposit

Rental Deposit fee as determined by rental and services is determined to be \$ _____

This deposit is required to make this contract valid as of this date ____/____/____

The DISTRICT hereby licenses the use of the THEATRE to the USER and its authorized officials, officers, employees, agents, consultants and independent contractors. The USER will, pursuant to the terms of this License Agreement, present _____ at the Theater, commencing on _____ 20__ and concluding on _____ 20__ (hereinafter referred to as "EVENT"). Such EVENT dates shall include technical or EVENT rehearsal dates. No other act of EVENT is authorized. The parties hereby agree that the use of the THEATRE by USER, as set forth in this License Agreement, is with the consent of the DISTRICT and shall be considered permissive. Nothing in this License Agreement shall be interpreted as a transfer or conveyance of any interest in real property, or as an agreement for the lease or other use of the THEATRE outside of the terms of this License Agreement. Any agreement for the use of the THEATRE for any purpose(s) other than those set forth in this License Agreement must be the subject of a separate agreement.

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and the year as first written above.

CLARK CENTER ASSOCIATION

LUCIA MAR UNIFIED SCHOOL DISTRICT

Signature

Signature

Name

Name

Title

DATE

Title

DATE

USER

Signature

Contact Information

ASSOCIATION BUSINESS OFFICE PHONE: 489-4196

ASSOCIATION BUSINESS OFFICE FAX: 489-4287

INFO@CLARKCENTER.ORG

THEATRES MANAGER: 474-3000 x2266

BHAMLIN@LMUSD.ORG

Name

Title

DATE

STATEMENT OF INFORMATION

(Education Code Sections 38135 & 38136)

The undersigned states that, to the best of his or her knowledge, the school property for use of which application is hereby made will not be used for the commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the government of the United States by force, violence or other unlawful means;

That _____, the organization on whose behalf he or she is making application for use of school property, does not, to the best of his or her knowledge, advocate the overthrow of the government of the United States or of the State of California by force, violence, or other unlawful means, and that, to the best of his or her knowledge, it is not a Communist action organization or Communist front organization required by law to be registered with the Attorney General of the United States. This statement is made under the penalties of perjury.

Dated ____/____/____

User Signature _____



Community & Commercial User Fees



The Clark Center contains two Theatres. **Forbes Hall**, which seats up to **615** patrons and the **Studio Theater** which seats up to **200** patrons with flexible seating. All Lucia Mar District policies are enforced at this facility.

The **LMUSD** Board of Education defines the two types of community users as follows:

- 1-Non-Profit (501c3) Users
- 2-Commercial Users

Facilities Use

Use of facilities is limited to theater space and related technical support areas as designated by the Clark Center Manager.

Additional costs may be: Theatrical lighting system, \$100 surcharge per day. The LCD projector use fee is \$75. The moving light package is \$75 per day. Salon Reception \$40, Lobby Reception pre or post \$80

***All base rental rates are for a 9 hour block of time.**

Any additional time in the facility over 9 hours is billed hourly as show below

Forbes Hall (Main Stage) Theater Rates

Non-Profit Users

Single Performance.....\$655 + \$90 per hr over 9 hours

2nd show (same day).....\$345

Load-in days.....\$300 + \$50 per hr over 9 hours

Commercial Users

Single Performance....\$1225 + \$175 per hr over 9 hours

2nd show (same day) ...\$575

Load-in days.....\$410 + \$100 per hr over 9 hours

Forbes Hall (Main Stage) Alternative Minimum

An alternative minimum rate of \$375 for the first 300 seats and \$1.25 per seat for each additional seat. This is only available for *nonprofits* when contracts are made less than 60 days before the performance, for Monday, Tuesday and Wednesday events

Studio Theater

Non-Profit Users

Single Performance.....\$170 + \$25 per hr over 9 hours

2nd show (same day) ..\$125

Load-in days.....\$125 + \$20 per hr over 9 hours

Commercial Users

Single Performance ...\$325 + \$35 per hr over 9 hours

2nd show (same day) ...\$205

Load-in days.....\$170 + \$25 per hr over 9 hours

Technical Support

Charges for use of LMUSD technical support staff rates are per hour with four-hour minimum calls as follows:

Tech II (Department Heads/Operators)\$24

Tech I (Stage Hands)..... \$20

Student Stage Hands (when appropriate).... \$13

State of California wage and working condition guidelines will be followed regarding breaks and overtime rates.

Event Insurance/Supervision

A certificate of liability insurance is required showing the term, and a stipulation stating that the “**Lucia Mar Unified School District** officers, agents, employees and servants and the **Clark Center Association**” are “additional insured”.

Insurance coverage shall be in the amount of **\$2,000,000.00** each occurrence public liability and property damage insurance (combined single limit). The management of the Clark Center reserves the right to determine minimum staffing at all events including, but not limited to, security guards if necessary, at the expense of user.

An **Event Supervisor** will be present at all times that patrons occupy the theatre.

Their hours will be billed to the rental client at **\$26** per hour. Usher Corps is arranged and provided by the Association.

Employee Insurance

Clients may provide their own technical support staff as approved by Clark Center Theatre Manager.

Rental clients must provide proof of liability insurance/ Workman’s Comp Insurance for these employees