



**FACILITY USE AND SERVICE AGREEMENT- LMUSD RENTER**

**RENTER INFORMATION**

School Site		Authorized Representative (Name, Title)	
Address		City	Zip
Day Phone	Evening Phone	Day Phone	
E-mail		Website	
Secondary Contact (Name, Title)		School/Program Name:	
Secondary Contact Day/Evening Phone		Secondary Contact E-mail	
Additional Authorized Representative(s) limited to receive Box Office Reporting and/or request Comp Tickets: (Not permitted to make any contractual changes)			

**EVENT INFORMATION**

<b>NAME AND TYPE OF EVENT</b>
Title _____ Type of EVENT _____
<b>FACILITIES REQUESTED (MARK ALL THAT APPLY):</b>
<input type="checkbox"/> Forbes Hall (main Stage) <input type="checkbox"/> Studio Theatre <input type="checkbox"/> Other: _____ <input type="checkbox"/> *Orchestra pit (circle one: below ground / ground / stage level ( <i>thrust</i> ))
(*Use of orchestra pit removes rows AA-CC of the Gold Circle, 37 seats)
<b>DATE(S) REQUESTED: *PLEASE NOTE: SUNDAY RENTALS WILL NOT HAVE ACCESS TO THE BUILDING UNTIL 1 PM.</b>
Load In: _____
Rehearsal: _____
Performance: _____
<b>TICKET PRICES:</b>
General Admission: <i>OR</i> Reserved seating: Gold:\$_____ Silver: \$_____ Bronze: \$_____
%Discounts or \$Prices: Senior _____ Student w/ ID (All Schools / Only your school) Faculty/Staff Price _____
Rush _____, _____ minutes before curtain - Special discount _____ with coupon code for online _____ (You may fill this in later but, no later than 60 days from Event)

**EVENT INFORMATION (CONT.)**

Intermission? Yes/No Length ____ Time (approximate) _____ Run Time of show _____
Are any pre- or post EVENT activities planned? Yes/ No
If yes: When? __/__/__ from ____ to ____ Location: __ <b>Lobby \$80</b> __ <b>Salon \$50</b> __ <b>Studio* \$100</b>
*Studio use fee only for renters of Forbes Hall (Main Theater)

**ARTIST(S)/PERFORMER(S) INFORMATION**

Total Number of Artists/Performers: ____ Age (range) of Artist(s)/Performer(s) _____
Will Performers sit in Theater? Yes/No
If yes, number of seats _____ If EVENT is reserved, which section? _____
Does your organization plan to sell merchandise (CD's T-shirts, etc.)? Yes/No (if yes, see item 4 on page 5)

**PATRON POLICY/INFORMATION**

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 _____
Will Video/Cameras be allowed? Yes/No If no, How strict do you want this enforced? Loose/Strict  (Level of enforcement based on past experience, some performers find the enforcement more distracting than the video/photo. Some are performing copyright material, which require strict enforcement. If LOOSE is selected, we will put up signs that say "No Video or Cameras Allowed" but will inform our ushers to enforce as needed without distracting the performance)

**Adult Supervisors**

As with any District events proper adult supervision is required at times in all areas. There should be a chaperone/supervisor for every 25 students participating. **What is the expected number of students?** \_\_\_\_\_

**Please list the parent/supervisors (one for every 25 students) Minimum one chaperone per dressing room**

Men's Dressing Room Chaperone Name \_\_\_\_\_ Phone \_\_\_\_\_

Woman's Dressing Room Chaperone Name \_\_\_\_\_ Phone \_\_\_\_\_

Green Room Chaperone Name \_\_\_\_\_ Phone \_\_\_\_\_

Studio Facilities Chaperone Name \_\_\_\_\_ Phone \_\_\_\_\_

If proper supervision is not provided, ASSOCIATION Staff will be used and RENTER will be charged for hours.

**RENTAL & FACILITY CONDITIONS AND FEES****1. Facilities Use:**

Use of facilities is limited to theater space and related technical support areas as designated by ASSOCIATION.

**2. Rental Rates:**

All base rental rates are for a 9 hour block of time. Any additional time in the facility over 9 hours will be billed hourly as shown below. Rental rates are accrued during non-school hours, which is after 3pm on school days and the weekends. LMUSD Rental rates are as follows:

**a. FORBES HALL (MAIN STAGE) - LMUSD RENTER:**

Single Performance: \$365.00 + \$30.00 per hour over 9 hours.

Additional Performance, same day: \$170.00.

Load-In/Rehearsal days: \$165.00 + \$20 per hour over 9 hours.

- b. **STUDIO THEATER (BLACK BOX) – LMUSD RENTER:**  
 Single Performance: \$165.00 + \$15.00 per hour over 9 hours.  
 Additional Performance, same day: \$125.00  
 Load-In/Rehearsal days: \$125.00 + \$15.00 per hour over 9 hours.

**3. Additional Rental Space:**

Additional space is available for RENTER to use for receptions:

- a. Gudrun-Grell Salon: \$50.00
- b. Lobby: \$80.00
- c. Studio Theater (if Forbes Hall, main theater, is rented for EVENT): \$100.00

**TECHNICAL PRODUCTION - STAFFING/EQUIPMENT CONDITIONS AND FEES**

**1. PRODUCTION MEETING:**

- a. A 60 minute production meeting will be scheduled upon the execution of this contract. This meeting will take place 60-90 days prior to the event. You will be provided with a pre-production worksheet to prepare for this meeting. (available online at [www.clarkcenter.org](http://www.clarkcenter.org) – *Rent the Center* page)
- b. A TECHNICAL PLAN & ESTIMATE FOR THIS CONTRACT WILL BE ESTABLISHED AFTER THIS MEETING.
- c. Any additional meeting time will be billed to RENTER at a rate of \$35.00 per hour for the Production Manager. A list of all equipment is available online at [www.clarkcenter.org](http://www.clarkcenter.org) – *Rent the Center* page.

**2. TECHNICAL STAFFING:**

- a. State of California wage and working condition guidelines will be followed regarding breaks and overtime rates.
- b. A House Supervisor and Technical Supervisor are required for all events. A **House Supervisor** will be present at all times that patrons occupy the theatre. All other times RENTER is in the building, a **Technical Supervisor** will be present. The rate for both is \$29.00 per hour + overtime (\$43.50/hr over 8 hours).
- c. Technical support staffing fees are as follows (4 hour minimum):  
 Student Technicians (When appropriate): \$15.00 per hour + overtime (\$22.50/hr over 8 hours).  
 General Crew/Follow Spots: \$25.00 per hour + overtime (\$37.50/hr over 8 hours).  
 Department Heads/Operators: \$29.00 per hour + overtime (\$43.50/hr over 8 hours).
- d. RENTER may request specific technicians, although there is no guarantee. We will do our best to provide specific technicians based on their availability.
- e. RENTER may provide their own technical support staff as approved by ASSOCIATION management. If you are planning to bring in outside Tech/Staff, please contact Contract Manager for the **Outside Technician Agreement.**
- f. Per DISTRICT requirement, If RENTER is planning to utilize independent contractors or signing contracts with outside vendors, project budget and account balance sheet must be submitted to LMUSD Business Office for approval. ASSOCIATION must receive this approval prior to tickets going on sale or 60 days prior to EVENT. Please have the Business Office official sign and date below when approved:

\_\_\_\_\_

Business Office Official Signature

\_\_\_\_\_

Date

If this contract is submitted before this signature is obtained, an addendum titled “LMUSD Business Office Approval Form for Independent Contractors and Outside Vendors” is available online at [www.clarkcenter.org](http://www.clarkcenter.org) – RENT THE CENTER page.

**3. EQUIPMENT FEES:**

- a. Theatrical Lighting System: \$50.00 per day, with a cap at 3 days within a 7 day period, both rehearsal days and PERFORMANCE days.
- b. Moving Light Package: \$50.00 per day, with a cap at 3 days within a 7 day period, both rehearsal days and PERFORMANCE days.
- c. 6’ Steinway Grand Piano use fee: \$250.00
- d. 5’ Steinway Grand Piano use fee: \$0.00, free of charge to LMUSD renters.
- e. LCD Projector : \$35.00 per day, with a cap at 3 days within a 7 day period, both rehearsal days and PERFORMANCE days.
- f. Other Items are available and cost will be estimated after the production meeting.
- g. Additional fees may be assessed for equipment that is not available at the theater that is required for the production. These fees will be estimated after the production meeting.

#### 4. ADDITIONAL FEES:

- a. An Excessive Clean-Up fee may be assessed after the EVENT
- b. Miscellaneous expendables– including but not limited to: Tape/Batteries, etc.

<b>FRONT OF HOUSE CONDITIONS AND FEES</b>
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#### 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 and 1 hour prior to any LMUSD PERFORMANCE through ½ hour after show starts.
- 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 RENTER for any purpose.
- f. Tickets will be held at will call unless otherwise requested by purchaser. Tickets held in will call may be picked up at any time prior to PERFORMANCE.
- g. ASSOCIATION charges patrons a per-order handling fee for all sales, except walk up sales.
- h. RENTER event will automatically be placed in the ASSOCIATION online ticketing system at **no charge**.
- i. ASSOCIATION will provide to the RENTER a settlement and payment of net ticket sales minus ASSOCIATION fees within ten (10) working days after the final PERFORMANCE. For RENTERS with multiple performances that span several weeks, a mid-run settlement may occur during the following week after the last PERFORMANCE of the week (Monday-Sunday) based on the accrued ticket sales and fees.
- j. For complimentary tickets, RENTER must provide a list with the patrons' names and number of tickets to be received prior to the first PERFORMANCE. ASSOCIATION will distribute complimentary tickets **ONLY** to those on this list. Authorized Representatives of RENTER are the **ONLY** people who may make changes to this list.
- k. **Any changes to the contract that cause additional set up or staff time, RENTER will be charged appropriate fees at the discretion of the ASSOCIATION.**

**TICKET SALES - RENTER MUST SELECT ONE OF THE FOLLOWING TICKET SALE STRUCTURES BY INITIALING CHOICE:**

\_\_\_\_\_ FEES FOR RESERVED SEATING:

- a. \$50 per PERFORMANCE for set up for Forbes Hall (based on standard, 3-tiered configuration, additional \$50 for alternate configurations) or \$50 per EVENT for Studio Theatre (based on standard configurations)
- b. \$75 per PERFORMANCE for Box Office staffing for the duration of ticket sales. This fee will not exceed \$225 for Studio Theatre RENTERS.
- c. \$1.50 per ticket for every reserved ticket sold or printed, including comps.
- d. Credit card fees of 3.5% of gross credit card sales apply.

\_\_\_\_\_ FEES FOR GENERAL ADMISSION:

- a. \$25 per PERFORMANCE for set up for Forbes Hall or \$25 per EVENT for Studio Theatre
- b. \$75 per PERFORMANCE for Box Office staffing for the duration of ticket sales. This fee will not exceed \$225 for Studio Theatre RENTERS.
- c. \$.75 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.

\_\_\_\_\_ FEES FOR GENERAL ADMISSION & OFF SITE DISTRIBUTION COMBINATION

- a. \$25 per PERFORMANCE for set up for Forbes Hall or \$25 per EVENT for Studio Theatre.
- b. \$75 per PERFORMANCE for Box Office Staffing for the duration of ticket sales. This fee will not exceed \$225 for Studio Theatre RENTERS.
- c. \$.75 per ticket for every general admission ticket sold or printed, including comps.
- d. \$.50 per ticket printed for Off Site distribution.
- e. \$.015 per ticket printed for Off Site distribution on events free of charge to patrons.
- f. Credit Card fees of 3.5% of gross credit card sales apply.
- g. RENTER may designate amount of tickets to be printed for RENTER to sell off site. (not to exceed 500 for Forbes Hall or ½ capacity of Studio Theater)
- h. ASSOCIATION assumes no responsibility for tickets or revenue RENTER receives from tickets sold off site.

**2. FRONT-OF-HOUSE & CONCESSIONS**

a. RENTER will be required to use the ASSOCIATION trained usher core for public events.

SELECT ONE BY INITIALING

\_\_\_\_\_ \$50 per PERFORMANCE for LMUSD RENTERS providing their own concessions or

\_\_\_\_\_ \$50 per PERFORMANCE for LMUSD RENTERS without an intermission or

\_\_\_\_\_ Waiver of \$50 fee by allowing ASSOCIATION to have exclusive concessions sales.

(RENTER must have at least a 15 minute intermission to choose waiver option.)

b. Front of House Fees will not exceed \$150 for Studio Theater RENTERS

**3. MERCHANDISE/SOUVENIRS**

a. The RENTER may sell non-food items during the Event (s) for which the RENTER (and/or artist) agrees to pay 15% of gross sales to the ASSOCIATION and shall be paid night of the Event (s).

b. RENTER is responsible to inform all hired acts/artists of this fee.

**4. MARKETING**

a. The Association includes listings of all public Events on its website at [www.clarkcenter.org](http://www.clarkcenter.org) free of charge. To be included in this free listing, please see “Clark Center Rental Policies” online at [www.clarkcenter.org](http://www.clarkcenter.org) – Rent the Center page for details.

b. RENTER must include official Clark Center Logo on all printed materials. Available online at [www.clarkcenter.org](http://www.clarkcenter.org) – Rent the Center page.

c. *The ASSOCIATION is able to provide marketing support and services to the RENTER. For more information about cooperative marketing opportunities, call the Association Business Office at 489-4196.*

**5. HOUSE RULES**

a. ASSOCIATION may retain **TEN** tickets to each PERFORMANCE 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 RENTER 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.

**Terms of the Agreement**

1. **LMUSD Qualification** - Renters that qualify as District renter utilizing this contract must be:

- a District site and/or program that has a District account; and
- covered by LMUSD insurance policies

If renter is a group that supports District activities but not a District site/program, renter must complete Community User Contract – visit [clarkcenter.org](http://clarkcenter.org) – RENT THE CENTER page or Contract Manager for correct contract.

2. **Definitions** – RENTER is the party requesting use of the facility and services and is responsible for all business dealings including payment. Clark Center Association, a non-profit organization, is the entity that operates and manages the Clark Center for the Performing Arts and is referred to as ASSOCIATION throughout this document. DISTRICT is referring to the Lucia Mar Unified School District, the owner of the Clark Center for the Performing Arts. EVENT refers to the entirety of rental, from Load-In to final performance. PERFORMANCE refers to a single public performance of an EVENT.



## Terms of the Agreement (Continued)

3. **Insurance** – As a qualified LMUSD RENTER, your Insurance is covered by LMUSD insurance policies.
4. **Rental Fees/Settlement** - Requests for date reservations may be made up to 19 months in advance. A hold for the dates will be placed but will not be finalized until contracts are fully executed. ASSOCIATION will prepare a settlement for the event within 10 days from the end of the event. Upon settlement, Rental, Tech, Front of House, Box Office, and any additional fees will be deducted from the Box Office receipts. If the cost exceeds the Box Office receipts, RENTER will be invoiced for the balance and it will be due within 30 days.
5. **Permits, Royalties and Consent** - The RENTER shall, at RENTER'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, RENTER 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 and ASSOCIATION harmless from any failure to make any such payments. Furthermore, RENTER agrees to comply with all local, state and federal ordinances, statutes, laws and/or regulations.
6. **Parking** - Often there are multiple events at the Clark Center and Arroyo Grande High School. These events can impact the availability of parking. RENTER is responsible for securing additional parking for artist and patrons. Some Arroyo Grande High School events may be scheduled on short or no notice and is beyond the control of the ASSOCIATION. While booking your date, inquire with the Contract Manager for any known event parking conflicts. ASSOCIATION *may* be able to assist in securing additional parking however, there is no guarantee.
7. **Cancellation** - If RENTER's cancellation notice is received less than 60 days from load-in, ASSOCIATION retains the right to recover all deposits, advertising, box office staffing and technical production expenses incurred by the ASSOCIATION in direct support of RENTER's performance.
8. **Hold Harmless and Indemnification** - RENTER shall indemnify and hold the DISTRICT and the ASSOCIATION and their respective 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 RENTER, 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. RENTER's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the DISTRICT and/or the ASSOCIATION and their respective directors, officials, officers, employees, agents, members and volunteers.
9. **Liability**- ASSOCIATION including any of our respective contractors, employees, agents, officers, volunteers or members are not liable for any damages, including consequential damages, for their failure to perform as stipulated in this contract due to circumstances beyond the control of the above organizations, including but not limited to equipment failure. In any event, any monies returned to the RENTER shall be limited to the contracted rental amount.
10. **Force Majeure** - In the event that the Theater is unfit for occupancy by RENTER during the period covered by this Agreement, by reason of fire, earthquake, strike, civil disturbance or any other force beyond the control of the ASSOCIATION, this Agreement shall be of no further force and effect.
11. **Authorization** - RENTER has expressly authorized the execution of this Agreement on its behalf, and RENTER understands that this Agreement expressly binds the RENTER 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 ASSOCIATION reserves the right to require written documentation evidencing the power of the person signing below to execute this Agreement on behalf of the RENTER.
12. **Policies and Procedures** – RENTER agrees to abide by all policies and procedures as stated in the document, “**Clark Center Rental Policies**” available online at [www.clarkcenter.org](http://www.clarkcenter.org) – *Rent the Center* page or by contacting the Contract Manager. Furthermore, RENTER must inform and ensure all staff, contractors, subcontractors, and volunteers of RENTER also abide by these same policies and procedures.

**13. 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 RENTER and ASSOCIATION.

**14. 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.

**THIS AGREEMENT FOR SERVICES** is entered into this \_\_\_\_\_ by and between the CLARK CENTER ASSOCIATION, hereinafter referred to as ASSOCIATION, and \_\_\_\_\_, hereinafter referred to as RENTER for rental of and services related to the use of the Clark Center for the Performing Arts.

The ASSOCIATION hereby licenses the use of the THEATRE to the RENTER and its authorized officials, officers, employees, agents, consultants and independent contractors. The RENTER will, pursuant to the terms of this License Agreement, present \_\_\_\_\_, commencing on \_\_\_\_\_ and concluding on \_\_\_\_\_ (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 RENTER, as set forth in this License Agreement, is with the consent of the ASSOCIATION 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**

**RENTER**

\_\_\_\_\_  
 Signature  
Kris Sinay  
 Name  
Community Relations Manager  
 Title  
 \_\_\_\_\_ DATE

\_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Name  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_ DATE

**RENTER**

**Contact Information**

ASSOCIATION BUSINESS OFFICE PHONE: 489-4196 x201  
 ASSOCIATION BUSINESS OFFICE FAX: 489-4287  
 KRIS@CLARKCENTER.ORG

**District Account Code and Rental Waivers**

Waivers are available for Monday thru Wednesday and are limited per academic year as follows:

- Each High school will be allowed 11 waivers
- Each Middle School will be allowed 3 waivers
- Each Elementary School has 2 waivers

Waivers must be requested by site Principals Please note the waiver **with your account number** as technical support costs are a direct cost and cannot be waived.

Please provide your District account code for technical support and/or rental Code # \_\_\_\_\_

District use waivers must be signed by the site supervisor and are only for the rental costs, no other costs can be waived.

**Dates requested:**

**Principal Signature** \_\_\_\_\_