



FACILITY USE AND SERVICES AGREEMENT - COMMUNITY RENTER

RENTER INFORMATION

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|---|---------------|---|-----|
| Organization | | Authorized Representative (Name, Title) | |
| Address | | City | Zip |
| Cell Phone | Evening Phone | Day Phone (public number) | |
| 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 *please provide copy of 501c3 designation | |
| Secondary Contact (Name, Title) | | Secondary Phone & 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

NAME AND TYPE OF EVENT

Title _____ Type of Event _____

FACILITIES REQUESTED (MARK ALL THAT APPLY):

Forbes Hall (main Stage) Studio Theatre Other: _____
 *Orchestra pit (circle one: below ground ground stage level (*thrust*))

(*Use of orchestra pit removes rows AA-CC of the Gold Circle, 37 seats)

DATE(S) REQUESTED: * PLEASE NOTE: SUNDAY RENTALS WILL NOT HAVE ACCESS TO THE BUILDING UNTIL 1 PM WITH EARLIEST PERFORMANCE AT 3PM

Requested Load In Time: _____ * Please note that load in is determined by production manager

Rehearsal: _____

Performance: _____

TICKET PRICES:

General Admission: \$ _____ OR Reserved seating: Gold:\$_____ Silver: \$_____ Bronze: \$_____

%Discounts or \$Prices: Senior _____ Student _____ Child _____

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

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|--|
| 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? _____ |
| Do you or your Artist(s)/Performer(s) plan to sell merchandise (CD's T-shirts, etc.)? ___ Yes ___ No (if yes, see item 4 on page 5) |
| Does your Artist(s)/Performer(s) require our Hospitality Service? ___ Yes ___ No (if yes, see item 4 on page 3) |

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 ___ Very 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) |

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

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

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.

a. FORBES HALL (MAIN STAGE) - Commercial RENTER:

Single Performance: \$1225.00 + \$175.00 per hour over 9 hours.

Additional Performance, same day: \$575.00.

Load-In/Rehearsal days: \$410.00 + \$100 per hour over 9 hours.

b. FORBES HALL (MAIN STAGE) - Non-Profit RENTER (must provide 501c3 designation):

Single Performance: \$655.00 + \$90.00 per hour over 9 hours.

Additional Performance, same day: \$345.00.

Load-In/Rehearsal days: \$300.00 + \$50.00 per hour over 9 hours.

- c. **STUDIO THEATER (BLACK BOX) – Commercial RENTER:**
 Single Performance: \$325.00 + \$35.00 per hour over 9 hours.
 Additional Performance, same day: \$205.00
 Load-In/Rehearsal days: \$170.00 + \$25.00 per hour over 9 hours.
- d. **STUDIO THEATER (BLACK BOX) – Non-Profit RENTER** (must provide 501c3 designation):
 Single Performance: \$170.00 + \$25.00 per hour over 9 hours.
 Additional Performance, same day: \$125.00
 Load-In/Rehearsal days: \$125.00 + \$20.00 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 – *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 \$30.00 per hour for the Production Manager. A list of all equipment is available online at 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 CLARK CENTER management. If you are planning to bring in outside Tech/Staff, please contact Contract Manager for the **Outside Technician Agreement**. RENTER must provide proof of liability insurance / Worker’s Comp insurance for these individuals as contractors.

3. EQUIPMENT FEES:

- a. Use of Clark Center sound system is included in the rent of the Theatre.
- b. Theatrical Lighting System use in Forbes Hall: \$75.00 per day, with a cap at 3 days within a 7 day period, both rehearsal days and PERFORMANCE days.
- c. Moving Light Package use in Forbes Hall: \$100.00 per day, with a cap at 3 days within a 7 day period, both rehearsal days and PERFORMANCE days.
- d. Theatrical Lighting System use in Studio Theater: \$50.00 per day, with a cap at 3 days within a 7 day period, both rehearsal days and PERFORMANCE days.
- e. Moving Light Package use in Studio Theater: \$50.00 per day, with a cap at 3 days within a 7 day period, both rehearsal days and PERFORMANCE days.
- f. 5’-7” Steinway Grand Piano use fee: FREE. Tuning upon discretion of user. Tuning fee: \$100.00.
- g. 6’-11” Steinway Grand Piano use fee: \$125.00, \$50 for each consecutive day. Tuning upon discretion of user. Tuning fee: \$150.00. *Piano tuning by Clark Center authorized tuners only*
- h. LCD Projector: \$75.00 per day, with a cap at 3 days within a 7 day period, both rehearsal days and PERFORMANCE days.
- i. Other Items are available and cost will be estimated after the production meeting.

- j. 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.HOSPITALITY FEE:

- a. RENTER may request Hospitality service for their Artist(s)/Performer(s) and will be charged \$50.00 plus \$29.00 per hour for staffing
- b. Any costs incurred due to Artist(s)/Performer(s) requests of Hospitality staff will be charged to RENTER. RENTER may require a limit to these expenses and must inform Artist(s)/Performer(s) and CLARK CENTER to these limitations.

5. ADDITIONAL FEES:

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

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| FRONT OF HOUSE CONDITIONS AND FEES |
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1. BOX OFFICE

- a. The CLARK CENTER 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 2 hours prior to any PERFORMANCE through intermission.
- 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. CLARK CENTER charges patrons a per-order handling fee for all sales, except walk up sales.
- h. RENTER event will automatically be placed in the CLARK CENTER online ticketing system at **no charge**.
- i. CLARK CENTER will provide to the RENTER a settlement and payment of net ticket sales minus CLARK CENTER 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 CLARK CENTER 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 CLARK CENTER.**

2. TICKET SALES

RENTER must select one of the following ticket sale structures by initialing choice:

 FEES FOR **RESERVED SEATING:**

- a. \$100 per PERFORMANCE for set up for Forbes Hall (based on standard, 3-tiered configuration, additional \$100 for alternate configurations) or \$100 per EVENT for Studio Theatre (based on standard configurations)
- b. \$100 per PERFORMANCE for Box Office staffing for the duration of ticket sales. This fee will not exceed \$300 for Studio Theatre RENTERS.
- 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.

 FEES FOR **GENERAL ADMISSION:**

- a. \$50 per PERFORMANCE for set up for Forbes Hall or \$50 per EVENT for Studio Theatre
- b. \$100 per PERFORMANCE for Box Office staffing for the duration of ticket sales. This fee will not exceed \$300 for Studio Theatre RENTERS.
- 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.

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

- a. \$50 per PERFORMANCE for set up for Forbes Hall or \$50 per EVENT for Studio Theatre.

- b. \$100 per PERFORMANCE for Box Office Staffing for the duration of ticket sales. This fee will not exceed \$300 for Studio Theatre RENTERS.
 - 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. \$0.15 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)
 - h. CLARK CENTER assumes no responsibility for tickets or revenue RENTER receives from tickets sold off site.
3. **FRONT-OF-HOUSE**
- a. RENTER will be required to use the CLARK CENTER trained usher core for public events.
 - b. For Forbes Hall (main stage) rentals, a fee of \$140.00 per PERFORMANCE covers Usher Captains, Ushers, Ticket Takers and Concessionaires.
 - c. For Studio Theatre events, the CLARK CENTER will provide TWO ushers for \$60 per PERFORMANCE. This fee will not exceed \$180 for the course of the EVENT.
4. **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 CLARK CENTER and shall be paid night of the Event (s). Excludes non-profits
 - b. RENTER is responsible to inform all hired acts/artists of this fee.
5. **FOOD & BEVERAGE CONCESSIONS**
- a. The CLARK CENTER has exclusive rights for food and beverage concession sales.
 - b. RENTERS may not bring in food for sale to patrons.
6. **ALCOHOL SERVICES** may now be provided by CLARK CENTER concessions. **If you would prefer to opt out of alcohol beverage services for your production/event, please initial.** **Please Note: Alcoholic beverages are neither available nor to be consumed at performances, events, or special events whose targeted audience is children, students, and their families. If you would like to provide alcohol for your event, please see the Alcohol Service Request Addendum on our website www.clarkcenter.org at *Rent the Center* page for details.*
7. **MARKETING**
- a. The **CLARK CENTER** includes listings of all public Events on its website at www.clarkcenter.org free of charge. To be included in this free listing, please see “*Clark Center Rental Policies*” online at 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 – *Rent the Center* page.
 - c. ***The CLARK CENTER 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.***
8. **HOUSE RULES**
- a. CLARK CENTER 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**, except bottled water, 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. Definitions** – RENTER is the party requesting use of the facility and services and is responsible for all business dealings including payment. CLARK CENTER, a non-profit organization, is the entity that operates and manages the Clark Center for the Performing Arts and is referred to as CLARK CENTER 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.
- 2. Insurance-** RENTER is required to maintain a minimum \$2,000,000 liability insurance policy. The RENTER must secure the policy as ASSOCIATION does not provide insurance. RENTER must provide 2 separate CERTIFICATES OF LIABILITY INSURANCE and attached endorsement documents naming both the Clark Center Association and Lucia Mar Unified School DISTRICT, respectively as **additionally insured** certificate holders for all rental dates, including Load-in/Rehearsal and Event. The following language must be used to list our organizations as additionally insured with respect to RENTERS rental dates/Event-

For the Clark Center for the Performing Arts:

The Clark Center for the Performing Arts including any of our contractors, employees, agents, officers, volunteers or members.

Certificate Holder:

Clark Center for the Performing Arts
487 Fair Oaks Avenue
Arroyo Grande, CA 93420

For Lucia Mar Unified School District:

Lucia Mar Unified School District including any of our contractors, employees, agents, officers, volunteers or members in respects to insured's use of the facilities at the Clark Center for the Performing Arts.

Certificate Holder:

Lucia Mar Unified School DISTRICT & Clark Center for the Performing Arts
602 Orchard Street
Arroyo Grande, CA 93420

This proof shall be submitted in no event less than 90 days before load-in. CLARK CENTER reserves the right to demand a copy of the actual policy. Tickets for the event will NOT be available for purchase or distribution until a certificate is received.

- 3. Reservation/Deposit/Rental Fees/Settlement** - Requests for date reservations may be made up to 18 months in advance. A hold for the dates will be placed but will not be finalized until contracts are fully executed. A non-refundable deposit of \$250 per day (capped at \$1,000 per production) will be required. These funds must be deposited within 48 hours of the Association's approval of this Agreement to assure dates. CLARK CENTER 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.
- 4. 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 CLARK CENTER 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.

5. **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 CLARK CENTER. While booking your date, inquire with the Contract Manager for any known event parking conflicts. The CLARK CENTER *may* be able to assist in securing additional parking however, there is no guarantee.
6. **Cancellation** - If RENTER's cancellation notice is received less than 60 days from load-in, the CLARK CENTER retains the right to recover all deposits, advertising, box office staffing and technical production expenses incurred by the CLARK CENTER in direct support of RENTER's performance.
7. **Hold Harmless and Indemnification** - RENTER shall indemnify and hold the DISTRICT and the CLARK CENTER 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 CLARK CENTER and their respective directors, officials, officers, employees, agents, members 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.
8. **Liability**- Lucia Mar Unified School DISTRICT and the CLARK CENTER 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.
9. **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 CLARK CENTER, this Agreement shall be of no further force and effect.
10. **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 CLARK CENTER reserves the right to require written documentation evidencing the power of the person signing below to execute this Agreement on behalf of the RENTER.
11. **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 – *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.
12. **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 the CLARK CENTER.
13. **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 _____ day of _____, 20____ by and between the Clark Center for the Performing Arts, hereinafter referred to as **CLARK CENTER** and _____, hereinafter referred to as **RENTER** for rental of and services related to the use of the Clark Center for the Performing Arts.

Rental Deposit fee is \$ _____ (*\$250 per event Studio, per day Forbes; capped at \$1,000 per production*).

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

The **CLARK CENTER** 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 _____ at the Theater, 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 **CLARK CENTER** 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

Signature

Kris Sinay
Name

Name

Community Relations Manager
Title

DATE

Title

DATE

RENTER

Contact Information

CLARK CENTER BUSINESS OFFICE PHONE: 489-4196 x201

CLARK CENTER BUSINESS OFFICE FAX: 489-4287

kris@clarkcenter.org

Required by Property Owner; Lucia Mar Unified School District.

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 _____

Renter Signature _____