



CLARK CENTER

FOR THE PERFORMING ARTS

A Nonprofit Public Benefit Corporation

Rental Policies
Handbook

February 2022

WELCOME TO THE CLARK CENTER FOR THE PERFORMING ARTS

Thank you for choosing The Clark Center for the Performing Arts – the Central Coast’s premier venue for world-class, professional performing arts in an intimate setting! The Center is a state-of-the-art hub for cultural events serving all the people of our community and their families, and we’re happy to have you join us as a facility renter.

Please take a moment to review our policies and feel free to contact us with any questions you may have about your rental or the Center in general. We look forward to working together to make your event a success!

Clark Center Management

Business Office: (805) 489-4196

Website: www.clarkcenter.org



TABLE OF CONTENTS

BOOKING & PAYMENT POLICIES	6
HOLDS & BOOKING.....	6
DISCRETIONARY BOOKING.....	6
PAYMENT POLICY	6
REFERENCES.....	6
CANCELLATION	6
INSURANCE.....	7
BOX OFFICE POLICIES.....	8
CLARK CENTER BOX OFFICE REQUIREMENT	8
NO TICKET SALES WITHOUT SIGNED CONTRACT.....	8
TICKETS.....	8
LINK TO OUR ONLINE TICKETING SYSTEM	8
LISTING ON OUR WEBSITE	9
EVERYONE MUST HAVE A TICKET	9
AGES FOR CHILD & SENIOR RATES.....	9
CAPACITY, FORBES HALL	9
CAPACITY, STUDIO (BLACK BOX).....	9
SEATING, FORBES HALL	9
SEATING, STUDIO THEATER.....	10
DISABLED SEATING.....	10
HOUSE RESERVED SEATS.....	10
TICKET REFUNDS.....	10
FRONT-OF-HOUSE POLICIES.....	11
INTERMISSIONS.....	11

THEATRE CONCESSIONS.....	11
MERCHANDISE SALES.....	11
USHERS & SUPERVISION.....	11
PUBLICITY & MARKETING POLICIES.....	13
CONTRACT & DEPOSIT REQUIRED TO ADVERTISE.....	13
USE OF NAME & LOGO.....	13
PUBLICITY BY THE CLARK CENTER.....	13
MARQUEE.....	13
POSTER CASES.....	13
SPONSORS & ON-SITE ADVERTISING.....	14
PRODUCTION POLICIES.....	15
DOOR & SHOW TIMES.....	15
SAFETY.....	15
ACCESS.....	15
FIRE & EMERGENCY SAFETY.....	16
PROHIBITED ITEMS IN PRODUCTION.....	16
RESTRICTED ACTIVITIES.....	16
DRESSING ROOMS.....	18
STAGE FLOOR.....	18
THEATRICAL STAGE LIGHTING AND CONCERT SOUND SYSTEM.....	18
STORAGE.....	19
LOAD-IN & LOAD-OUT.....	19
PARKING.....	19
CLEAN UP.....	20
SOUND LEVEL.....	20

RIGHT TO PHOTOGRAPH.....	20
ON-SITE MEETINGS / EXCESSIVE STAFF TIME.....	20
ACCIDENT/INCIDENT REPORTING	22
COMMUNITY AND GENERAL PUBLIC.....	22
LMUSD STUDENTS.....	22
GENERAL POLICIES	23
NONDISCRIMINATION.....	23
DAMAGE TO FACILITY.....	23
HOLD HARMLESS.....	23
LIABILITY	23
ANIMALS.....	23
DISRUPTIVE PEOPLE	23
USE OF ALCOHOL AND TOBACCO PRODUCTS.....	24
SEATING.....	24
MODIFICATION.....	24
LMUSD WAIVER POLICIES	25

BOOKING & PAYMENT POLICIES

HOLDS & BOOKING - The Contract Manager will temporarily hold a date for a rental client for up to 10 days while the client is negotiating talent routing or other date-specific production matters related to that date. Should a second renter make a request for the same day within the hold period, that renter will be considered a back-up hold. If the original renter has not fully-executed their contract by the end of their 10-day hold, the date will be forfeited and given to the other party. Date is fully secured when a rental deposit and signed contract have been received by the Clark Center. Dates may be booked up to eighteen months (19 months for District Renters) in advance.

DISCRETIONARY BOOKING - Requests for rental may be denied at the discretion of theater management if the proposed event presents a potential conflict to the target market of a previously scheduled event or competes with in-house programming or long-standing events of outside producers. Similarly, management reserves the right to approve all performance content and activities to ensure appropriate standards of quality and decency. All bookings must have fully-executed contracts on file 90 days prior to load-in to guarantee tech crew & staff availability.

PAYMENT POLICY - All checks should be made out to "Clark Center for the Performing Arts, Inc." Payment of the Rental Deposit is required before a date is considered confirmed at the Clark Center and must be received within 10 days of Hold request. Rental deposit rates are \$250.00 total for the Studio Theater and \$250.00 per day (capped at \$1000.00) for the Forbes Theater. A final bill will be generated within 10 business days of the event showing all labor, overtime or additional charges. Amounts due will be deducted from the box office settlement, if any. If the funds generated by the box office are not enough to cover the expenses, payment must be received within 30 calendar days of invoice date. It is Clark Center policy to turn all accounts over to collection immediately following the 60-day payment window without exception.

REFERENCES - CLARK CENTER reserves the right to require and process business references, contacts and venue production references and to research past events in which the RENTER, act and/or subcontractors have produced similar events.

CANCELLATION - In as much as the Clark Center is reserving the theater for RENTER's event, we are denying it to others. Therefore, the following cancellation policy is strictly enforced: The RENTER may cancel the event at any time up to 60 days before load-in with loss of deposit plus any expenses incurred by the Clark Center. Cancellation of the event with less than 60 days notice will cause RENTER to be liable for the entire rental amount unless the dates are booked by a new renter. The Clark Center retains the right to cancel this contract with written notice at any time for cause. "Cause" may include, but is not limited to:

- Misrepresentation of the event
- Lack of insurance

- Bounced check
- Unsatisfactory reference checks
- Threats of violence or actual violence to any Clark Center employee or subcontractor by RENTER's employees, invitees or subcontractors
- Threats of damage or actual damage to the Clark Center by RENTER's employees or subcontractors
- Damage or theft of Clark Center property by RENTER's employees or subcontractors, safety concerns as determined by Clark Center staff, or failure to abide by the terms and conditions of this rental contract.

Cancellation by the Clark Center for cause will result in the loss of the entire rental amount.

Cancellation of the event, for any reason, entitles the ticket purchaser to a full refund, including service charges, payable at the place of ticket purchase within 48 hours of the date of cancellation. RENTER will be responsible for the cost of any service charges refunded to the ticket purchaser and any costs incurred to date by the Theater.

INSURANCE – RENTER is required to maintain a minimum \$2,000,000 liability insurance policy. The RENTER must secure the policy as CLARK CENTER does not provide insurance. RENTER must provide 2 separate CERTIFICATE OF LIABILITY INSURANCE and attached endorsement documents naming both the Clark Center Clark Center and Lucia Mar Unified School district, respectively **as additionally insured certificate holders** for all rental dates, including Load-in/Rehearsal and Event. The necessary language to be used to list our organizations as additionally insured with respect to USERS rental dates/Event can be found on page 6 of renter’s fully-executed contract.

This proof shall be submitted in no event less than 30 days before load-in or before tickets go on sale, whichever comes first. This allows time for corrections if needed. CLARK CENTER reserves the right to demand a copy of the actual policy. Should such a certificate not be received within 90 days of the event, the event will be cancelled without refund to the RENTER. NO CERTIFICATE MEANS NO EVENT. There can be no exceptions. Tickets for the EVENT will not be available for purchase or distribution until this certificate is received.

BOX OFFICE POLICIES

CLARK CENTER BOX OFFICE REQUIREMENT - The Clark Center maintains its own box office operations for all events held at the Clark Center. Use of our box office service is required for all Clark Center events and is subject to the terms of your contract. Once your show has been confirmed and your deposit and certificate of insurances has been received, your show will be built into our system for advance sales through our Box Office, website and phone sales center.

The Clark Center will staff the box office on the night of your event for walk-up ticket sales and will-call ticket pick-up. The Clark Center will provide a report on the night of the event with a breakdown of all tickets sold. Ticket monies collected by the Clark Center will be settled with you within 10 business days after the event date. Box office fees in the amounts specified in the contract will apply to all tickets sold through the Clark Center Box Office and will be automatically charged to your rental contract. RENTER will be responsible for any and all customer credit card charge-backs for ticket purchases made through our Box Office.

The Clark Center Box Office reserves the right to add standard service fees, required of all purchasers, to the cost of your tickets at the time of transaction. All service, handling and other fees remain the property of the Clark Center or our service providers.

Subject to the approval of the Clark Center, you may have hard tickets printed by the Clark Center for sale off-site by renter, provided that no electronic or hard ticketing system is used, no additional service charges or fees are added, and patrons are not charged a higher rate. The quantity of hard tickets generated will automatically be deducted from the quantity available for sale on our website, retail sales locations, phone center and box office, and may not to exceed 500 tickets. The charge for hard ticket printing is specified in your contract.

NO TICKET SALES WITHOUT SIGNED CONTRACT - No tickets for an event advertised to take place at the Clark Center may be sold without a signed contract and, certificate of insurance and fully paid deposit. Additionally, tickets for any event at the Clark Center may only be sold through our Box Office operations or via tickets consigned from our Box Office. RENTER or RENTER's organization or outside service providers may not sell tickets for any event at the Clark Center without prior written consent of our Box Office.

TICKETS - Only tickets created and distributed by the Clark Center Box Office will be accepted for admission.

LINK TO OUR ONLINE TICKETING SYSTEM - We will provide a link to your EVENT on our online ticketing system to use in your email and social networking marketing ninety (90) days prior to your event. Should you wish to have ticketing available earlier, please sent a written request to our business office. You agree not to engage in unfair marketing of this link, such as sending unsolicited commercial
Page 8 of 27
February 2022

emails (spam), using bait & switch tactics to drive traffic to your website, nor sending more than two emails per week to your opt-in lists regarding your event.

LISTING ON OUR WEBSITE – All events will be listed on our website when ticket sales go live, providing we have all necessary information.

EVERYONE MUST HAVE A TICKET - Everyone who enters the theater's lobby or auditorium must have a ticket to enter regardless of age (applies also to babes-in-arms). No one may be "walked in" by your producer or other staff.

AGES FOR CHILD & SENIOR RATES - Should you choose to have special Child and/or Senior rates for your event, the Clark Center's standard ages limits for these rates apply. Children are considered anyone ages 12 and under. Seniors are anyone ages 62 and older. Student discounts, should you choose to make them available, must be given to any student, regardless of age, showing a student ID Card. This would include elementary, high school, college and adult education students.

CAPACITY, FORBES HALL- The normal capacity of the Forbes Hall is 606 (plus 9 ADA seat locations), including all complimentary and give-away admissions. If the orchestra pit (at stage level, below ground or at ground level) is to be used for your event, or if the removable rows of seats are to be taken out for any reason, this number will be reduced. If the production requires that any seating areas be used for sound, lighting or other equipment, the capacity will also be reduced. Please take in to account the number of seats needed for performers as total seating capacity will be reduced due to performer seating needs.

CAPACITY, STUDIO (BLACK BOX)- The capacity of the Studio Theater (Black Box) varies due to stage size. If the production requires that any seating areas be used for sound, lighting or other equipment, the capacity will also be reduced. Please take in to account the number of seats needed for performers as total seating capacity will be reduced due to performer seating needs.

SEATING, FORBES HALL- The Clark Center's Forbes Hall has two seating options. General Admission: "first come first served", no seats reserved. Reserved Seating: different tickets (usually at different prices) are sold for different sections, most commonly Gold (front center section - 215), Silver (upper section - 314) and Bronze (boxes - 77 seats). A ticket is issued with a seat number corresponding to a specific seat in the auditorium. Different ticket prices may be charged for different sections. Please note that our box office will only allow offsite tickets to be sold by RENTER for general admission events. If reserved seating is chosen, sales will only be via the theater's box office, retail locations, phone center and website. No offsite sales will be allowed. Seating option may not be changed once tickets have gone on sale, so please make your decision carefully. Please be aware that orchestra pit seating may be removed at RENTER's request. Removal of pit seating reduces total capacity by 37 seats.

SEATING, STUDIO THEATER - , The Clark Center's Studio Theater has only General Admission due to the many possible configurations of staging.

DISABLED SEATING - Wheelchairs take up the space of two seats but are only required to purchase one ticket. One companion ticket may also be purchased for this section. Four wheelchair tickets, and their accompanying companion seats, must be held until 30 minutes before show time, unless event is sold out.

HOUSE RESERVED SEATS - The Clark Center reserves the right to a maximum of 4 admissions to each event held at the Clark Center. These admissions do not affect your capacity which is stated on your contract. These admissions are for use by the Clark Center with no restrictions. Additionally, the Theater will retain up to 6 seats for House Management to use in the case of double-seating or unhappy patrons.

TICKET REFUNDS - In general, the Clark Center maintains a "no refunds, no exchanges" ticket policy. The theater reserves the right to determine when ticket refunds, in full or in part (including any service charges), may be made. Sufficient cause shall include, but not be limited to: lack of seats, seats blocked by equipment when exchange for comparable location is not possible, act substitution, show not as advertised, failure of equipment, failure to open doors or start show within a reasonable period of time as scheduled. The RENTER is responsible for any service fees or other costs so refunded to ticket purchaser if the refund is caused by action of the RENTER.

FRONT-OF-HOUSE POLICIES

INTERMISSIONS - The Clark Center may require that your show take an intermission. Revenue from our concessions sales are used to help offset the cost of operating the facility and directly affects the rental rates charged to the end user. A charge will be made for failure to take an intermission if required by your facility rental contract.

THEATRE CONCESSIONS - The Clark Center reserves the exclusive right to operate the snack and soft drink concessions areas and bars, provides all staff to operate and retains 100% of the revenues derived from concessions. If the RENTER desires the snack or bar concessions to remain closed, a charge may be made. No food or beverages may be sold, catered or be provided to guests free-of-charge without express written permission of the Clark Center. Additional charges may apply. No outside food or beverages may be brought into the theater by patrons. Special circumstances may be requested by DISTRICT renters.

MERCHANDISE SALES - The Clark Center will allow the program or artist's merchandising to be sold; such as t-shirts, records, tapes, CD's and souvenirs. RENTER is encouraged to provide their own sales representative and bank for sales. If no representative is going to be available, the Clark Center may be able to provide a volunteer to help with sales if advance notice is given. The Clark Center will provide a table & chairs if requested in advance. The Clark Center retains 15% for recordings and all other merchandise of the gross sales as a hall percentage. This information must be forwarded to the artist's merchandising representative. The RENTER is responsible for this percentage if the merchandising representative underpays or refuses to pay. The House Manager will arrange for settlement at the conclusion of the event. No stickers may be given away at any time.

USHERS & SUPERVISION - For all events, the Clark Center ushers and ticket takers will be provided. Clark Center will schedule the proper number of ushers based on the anticipated attendance and type of seating. For all events, a Clark Center House Supervisor is required. See fee schedule for associated costs.

PATRON 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. CLARK CENTER may be able to assist in securing additional parking however, there is no guarantee.

CATERING - This section applies to catering to event patrons. This does not apply to catering for production staff and crew. Catering (without charge for food) is allowed at an event provided the catering personnel clean up after the event. No utensils, glassware, dishes, or platters are provided. No

deep frying is permitted. Power for catering is limited to two 20 amp circuits in the location of the concessions area. This type of activity must be confirmed during the production meeting. **Alcoholic beverages are not allowed in the entire facility. This includes all parking lots and loading dock area.**

PROHIBITED LOBBY DECORATIONS - The following decorations are specifically prohibited from the theatre building: confetti (static and cannons), glitter, stickers, spray paint, and liquid paint. Additionally, only approved methods may be used to affix signs, decorations or other objects to any surface, seat or fixture within the theater. Failure to use approved methods will subject your event to the cost of repairs for damages. The RENTER is responsible for picking up all decorations at the end of the event. The RENTER must submit a decorating plan and obtain approval of all decorations from the Production Manager in advance of the event. No tape, staples, holes or nails will be permitted. Any costs associated with a violation of these rules (such as cleaning up confetti or retrieving helium balloons from the ceiling) will be charged to RENTER at double the theater's cost.

PUBLICITY & MARKETING POLICIES

CONTRACT & DEPOSIT REQUIRED TO ADVERTISE - No event taking place at the Clark Center may be announced, publicized or advertised in any manner what-so-ever (including “save the date” announcements) until a fully executed rental contract and full deposit is on file. Use of the Clark Center name, logo and likeness in any unauthorized marketing is an infringement of trademark law and subject to strong state and Federal penalties.

USE OF NAME & LOGO - Refer to page 5 of fully-executed contract.

APPROVAL OF ADVERTISING - The Clark Center reserves the right to review and approve, in advance, the content and design of all advertising and promotional materials that refer to the Clark Center or any event held here in any manner whatsoever.

PUBLICITY BY THE CLARK CENTER - The Clark Center has a comprehensive marketing program. Clark Center Cooperative Marketing Opportunities for Renters” is available on the website or from the Contract manager. There are a number of marketing opportunities that are included with rental fee. There are also a number of opportunities that may be provided at an additional cost. Please contact the Marketing Director for more information.

MARQUEE - The Clark Center/Arroyo Grande High School marquee is managed by the Arroyo Grande High School. The Clark Center provides the school administration with a list of upcoming events, however the Center has no control over the posting of the events, length of display or frequency of changes to the marquee.

POSTER CASES - The Clark Center has a poster display case on the front facade of the theater and display board on the kiosk in the lobby. These poster locations may be used to announce your event according to the following policy:

It is the responsibility of the RENTER to produce a poster to appear in these cases should they wish their event to be advertised in the poster cases. Should no poster be furnished, the poster space will be given to another event. Once another poster is placed in the case, RENTER will have lost the right to this display space. To ensure this does not occur, RENTER should provide event poster to the Clark Center no less than 30 days (but no more than 60 days) in advance of their event. All posters must be 17” tall by 11” wide. The Clark Center staff alone will decide which case and when to display RENTER’s event poster. The theater staff reserves the right to maintain editorial control over the posters displayed and to choose not to display posters that, in our sole discretion, we deem inappropriate. Should you need poster design and printing, the Clark Center can provide graphic arts services for a fee, through our cooperative marketing menu, contact Director of Marketing Operations for more information.

To prevent confusion, the Clark Center does not allow posters to be placed at the theater to announce events not held at the theater or for birthday wishes or other public announcements.

SPONSORS & ON-SITE ADVERTISING - The Clark Center reserves the right to approve any sponsor recognition and to refuse clients sponsorships if such sponsorships are deemed inappropriate or incompatible with the theater's standards or programming. Further, the theater reserves the right to view and approve, in advance, any advertising material to be displayed or distributed on theater property.

PRODUCTION POLICIES

DOOR & SHOW TIMES – Theatre doors shall open one half-hour before contracted show time unless agreed to in writing in the rental contract. Should RENTER choose to hold the house, Clark Center staff must be notified immediately. As noted in the section entitled TICKET REFUNDS, such delay may be grounds for refunding of tickets to your patrons. Please be sure to schedule your event set-up with this in mind.

SAFETY - RENTER is responsible for providing a safe environment for everyone involved. Clark Center staff reserve the exclusive right to determine what constitutes a safe environment. Any aspect that Clark Center Staff determine is unsafe must be rectified immediately or the load-in or show will be suspended immediately until safety is restored.

Please review the following items with staff in advance to ensure no onsite problems on the day of your event:

- All (paths of egress) doors, hallways and rooms are to be kept clear to provide safe egress in the event of an emergency.
- No fire rated doors are to be left blocked open.
- All cables and wires must be matted and taped where they cross any aisles or doorways.
- Any patrons or attendees who require walkers, canes etc will be seated at handicap and appropriate seats to address their needs without affecting the possible safety of others.

ACCESS – Performers and renter support staff are to access the theatre through the Artist Entrance doors at the back of the Theatre. These doors are fire rated and are **NOT** to be left propped open. Performers and renter support staff will be granted access at the time indicated by the production schedule. No renter staff or performers will be allowed in the building until Clark Center Staff is on site and scheduled to allow renter in. Renter personnel may NEVER be allowed in the building without a scheduled Clark Center employee.

BACK STAGE CAPACITIES – Please be aware of the occupancy limits for the back stage area. If your production will exceed these limits, you will need to coordinate with the Production manager to secure additional space (which may be at an additional fee).

Women’s Dressing Room.....	24
Men’s Dressing Room.....	16
Green Room (including Dressing Rooms 1 & 2).....	15
Cross Over Space (when clear of all set pieces & equipment)	30
Studio Dressing Room Area	20

FIRE & EMERGENCY SAFETY - The Clark Center enforces fire protection safety codes and is subject to inspection by the State Fire Marshall and the Five Cities Fire Authority. All fire aisles and exits must be kept clear of equipment and people. Clark Center technical staff will clarify exiting clearances, but the ultimate authority is the Five Cities Fire Authority and the office of the State Fire Marshall, who may modify these requirements without recourse. No smoking is allowed anywhere in the building or surrounding property, including dressing rooms, parking lot and loading dock.

There is no standing or sitting allowed in the aisles, or on the stairs in the upper section. This will be enforced by the ushering and security staff. **FAILURE TO FOLLOW THESE RULES WILL RESULT IN THE IMMEDIATE SUSPENSION OF THE SHOW (OR LOAD-IN) UNTIL THE CONDITIONS ARE CORRECTED. IF THEY ARE NOT CORRECTED, THE SHOW WILL BE CANCELLED WITHOUT REFUND TO THE RENTER.**

PROHIBITED ITEMS IN PRODUCTION - The following decorations are specifically prohibited from the theatre building: confetti (static and cannons), glitter, stickers, spray paint, and liquid paint.

Additionally, only approved methods may be used to affix signs, decorations or other objects to any surface, seat or fixture within the theater. Failure to use approved methods will subject your event to the cost of repairs for damages. The RENTER is responsible for picking up all decorations at the end of the event. The RENTER must submit a decorating plan and obtain approval of all decorations from the Production Manager in advance of the event. No tape, staples, holes or nails will be permitted. Any costs associated with a violation of these rules (such as cleaning up confetti or retrieving helium balloons from the ceiling) will be charged to RENTER at double the theater's cost.

RESTRICTED ACTIVITIES -

Use of Open Flame - Open flames, pyrotechnics, and other incendiaries are allowable at the Clark Center with strict rules and procedures to provide the safety for all cast, crew and the facility. As a Clark Center user, you will be required to provide information, discussion and extra care in order to be permitted to operate these devices. The Clark Center has an excellent professional relationship with our local fire authorities and operates the theatres in accordance with strict fire codes. The production department will be responsible for contacting the fire department for permissible use of the open flame devices you would like to be permitted for as Center fire alarm systems must be disarmed and a Clark Center fire watch representative must be scheduled. Fire watch is a billable technical support service.

In order to operate or have lit candles, torches, lanterns, twirling batons or other lit twirling or spinning devices, magical effects, and any other scenic, prop, or costume devices utilizing open flame or fire, **you must submit a written letter of intent to the production department at least 4 weeks prior to the first rehearsal or show requiring the effect.** The written request should include accurate details of the use of these devices including, a complete description of the device or effect; how long the effect, fire, or flame will occur; what type of fuel is used; where in the facility the effect will be ignited, used

and extinguished; where onstage will the effect be used in relationship to proximity of scenery, draperies, performers, and audience; the names of the technicians responsible for fire watch and trained in the proper operation of fire extinguishers; and the name of the person ultimately responsible for the effect, flame or fire use. Please note flame retardant testing may be required on items near the use of your effect.

The production department will obtain the appropriate information and permits from the fire authorities, but depends on you to develop and execute a fire safety plan. Once the plan is developed, no deviation of the execution of the effect or plan is permitted. We want you to be able to enhance your production with the use of open flame or fire effects, and want you to understand consistency is important. Please contact our production department with any questions or for additional information.

Prop Weapons - We understand the need to use prop weapons in a show from time to time. The use of prop weapons is allowable for a show, however certain safety measures must be in place because the Clark Center resides on public school property with a close proximity to young people. Any show using prop weapons must comply with the following protocols and be sensitive to the safety and peaceful cohabitation within the surrounding school environment. In addition, any use of prop weapons must be prearranged during the production meeting with the Production Department prior to the show. Last minute decisions to use any type of prop weapon are prohibited and their use will be disallowed.

Prop weapons include but are not limited to guns, rifles, knives, daggers, blades, swords, foils, cannons, grenades, catapults, trebuchets (Look it up!) or any recognized military, police or criminal weapon. Any use of any type of weapon must be cleared through our Production Department in advance.

Transportation of prop weapons to and from the Clark Center must be done in an enclosed case or covering to prevent students or other school district staff on the property from becoming alarmed. Violin cases are acceptable. They must be dropped off in the back of the building and immediately secured in the building. Secured Storage must be prearranged and defined on a case by case basis with the Production Department. Common sense should prevail. During shows and rehearsals, the responsibility of the safe storage, handling, operations and discharge of any prop weapon resides with the Stage Manager and/or Technical Supervisor of the show. Any volunteer crew member or sub-contractor must work with the Clark Center paid staff to ensure this process. A secured storage area will be defined at the production meeting, and all prop weapons must be locked in this area before and after their use in a rehearsal or show to prevent access by any students or other non-show related persons.

Audience warnings will also be required for any weapon that creates a large noise or otherwise startles the audience when used or discharged. Common sense should prevail. Please post information in your

program and in a preshow announcement warning your audience and our patrons of the use of any weapons in the show.

Use of Smoke and Lasers - Any use of mechanical smoke or lasers must be approved in advance in writing by theater. If the presentation includes the use of lasers, artist or RENTER must provide documentation of laser type, manufacturer, method of use, description/location of projection surface and location of source in writing to theater not less than four (4) weeks prior to engagement. Similarly, if mechanical smoke is to be used, documentation of manufacturer, method of use, description/location and MSDS sheets for the chemicals used in the fog must be forward in writing to the theater not less than four (4) weeks prior to event. Upon approval, the Production Manager will notify RENTER of conditions of use.

AUDITORIUM - The use of the auditorium includes the use of the lobby, restrooms, stage, greenroom and dressing rooms. A Clark Center staff person is required on site from the time you first enter the building until you vacate to assist you by opening and unlocking the areas that you have chosen to rent for your event and to turn basic house lighting on and off. Please note that all staff time—including the required staff mentioned above—will be charged to the RENTER on an hourly basis under the guidelines and rates established by the rental contract. The RENTER or representative named in the rental contract documents must be present during the entire period of RENTER's rental.

DRESSING ROOMS - The Clark Center has a green room with two principal dressing rooms with bathroom; and two large dressing rooms with bathroom facilities stage left. The greenroom can also function as a production office with phone, fax and internet lines (additional fee and security deposit required). These are not party areas and the Clark Center reserves the right to enter any and all areas to enforce the rules and to limit the number of people in the area. **Neither alcohol nor smoking is allowed in the dressing or green room areas - or anywhere on the property including the parking lot and loading dock.** RENTER is responsible for ensuring that all volunteers, staff, contractor, actors and performers of RENTER are aware of the policy and adhere to it. The RENTER is responsible for clean-up by placing all trash in bags provided.

STAGE FLOOR - At no time may RENTER or RENTER's representative drill, screw, glue or nail sets props or equipment into the stage floor (or any other portion) of the Clark Center without written approval by the Production Manager.

THEATRICAL STAGE LIGHTING AND CONCERT SOUND SYSTEM - The Clark Center has an in-house theatrical lighting system and concert sound (see tech specification document for more information). There may be additional charges for this equipment, and it is subject to availability. Clark Center staff or authorized technicians requested via the "Outside Technician Agreement" are the only people allowed to operate this equipment. All Clark Center staff time will be charged to RENTER on an hourly basis under the guidelines and rates established by the attached fee schedule. Any sound, lighting or

video equipment required for your event beyond that available in-house can be provided by our contracted vendors at an additional cost to be determined in the production estimate. You will only be allowed the use of Clark Center equipment that was requested in advance as part of your rental contract. Outside equipment must be approved by Clark Center Production Manager for compatibility.

BACKSTAGE POWER - The Power is available for touring equipment as listed in the Technical Specifications. RENTER or lighting subcontractor must provide adequate length and gauge of feeder cable. There is an additional charge for the use of this power, which includes the electrician's labor for tie in and disconnect of this service. All connections shall be made by Clark Center electricians who reserve the right to refuse connection of dangerous, defective or non-code conforming equipment. All connections are to Cam-Lock plugs located on the upstage center back wall.

STORAGE - RENTER, caterer, decorator, florist or entertainer property cannot be stored overnight either prior to or following rental period without written approval from the Production Manager. In addition, deliveries will not be accepted prior to the start of the scheduled rental period nor may artists, staff or volunteers arrive prior to start of your paid rental without written approval from the Production Manager.

LOAD-IN & LOAD-OUT - Any time spent within the building will be charged to your event. This includes load-in, event set-up, sound-check or rehearsals (if any), the event or performance, and tear-down/load-out. Please be sure that you have calculated enough time for your event's requirements. Supplies, equipment, personnel and volunteers cannot arrive at the theater in advance of the beginning time stated on the rental contract and must all have been vacated from the building by the end of the rental time on your contract. Otherwise, rental and staffing charges and overtime calculations will begin once the first person or equipment enters the facility and continue until the building has been properly vacated. All personal belongings, equipment, decorations, sets and all items associated with RENTER's event must be removed from the facility by the end of RENTER's rental period. No items may remain overnight for pickup the next day without rental of the facility for the following day at full rental rate.

PARKING - There is limited parking available for cars, trucks or tour coaches directly behind the Clark Center. A fire lane must be always maintained. It is the RENTER's responsibility to inform their employees, subcontractors, and guests of this policy. The Clark Center assumes no liability for any vehicle. Truck and tour coach parking is by city permit only, as directed by Clark Center Representatives. There is a parking lot behind the adjacent high school building. Please direct your personnel to use these resources. 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. CLARK CENTER may be able to assist in securing additional parking however, there is no guarantee.

CLEAN UP - The RENTER is responsible for clean up beyond that normally expected for an event. This generally would not include the audience area unless unusual amounts of trash are generated by the event. RENTER is responsible for cleanup of the stage area and dressing rooms, including decorations, stage garbage, tape, drinks and food.

SOUND LEVEL - The Clark Center cares about the health and safety of its staff and patrons as well as the safety of our building and enforces a maximum sound level policy of 100db, recorded at the house mix position. The forgoing notwithstanding, Clark Center staff alone shall determine what constitutes a safe sound level. RENTER is responsible for notifying their sound providers or technicians of this policy if they are not Clark Center staff members. The Clark Center staff reserves the ultimate right to decide safe sound levels and to enforce this policy. Should RENTER or their sound engineer not cooperate to lower volumes deemed unsafe, the Clark Center will cut power to the sound system and cancel the performance without refund to RENTER. Additionally, the Clark Center will advertise and have earplugs available at all events that are expected to be performed at high volume as a courtesy to our patrons.

RIGHT TO PHOTOGRAPH - The Clark Center reserves the right to take still and video photography of RENTER's event exclusively for purposes of the theater's advertising, promotion and trade. Such photography will be taken in such a manner as not to detract from RENTER's event or the audience's enjoyment. It is RENTER's responsibility to notify all artists and performers that photography and video of their performance may be taken by the theater.

ON-SITE MEETINGS / EXCESSIVE STAFF TIME - A confirmed rental contract and deposit entitles RENTER to one 60-minute on-site production meeting at the Clark Center at a mutually agreed time 60-90 days prior to the event. Renter will be provided with a pre-production worksheet to prepare for this meeting. (Available online at www.clarkcenter.org - Rent the Center page) A Technical plan & estimate for this contract will be established after this meeting. In order to make best use of this meeting, RENTER is encouraged to meet with their production staff in advance of this on-site meeting to ensure that all parties are on the same page with regard to RENTER's planned use of the Clark Center. RENTER should take care to ensure that all of RENTER's head staff are able to attend this on-site meeting. Examples of the staff who should attend are: Event Producer, Event Production Manager, Artist or Performer's Representative, Caterer, Head Decorator, etc. RENTER and RENTER's staff should have read and familiarized themselves with these Rental Policies and any artist contracts or technical riders in advance of this meeting. A list of all equipment is available online at www.clarkcenter.org - Rent the Center page. While we are eager to help ensure the success of your Clark Center event, additional on-site meetings will be charged at the theater's hourly rental rack rate, with a two hour minimum. While we aim to be a resource for your event staff and ask that you do

Page 20 of 27

contact us with any questions, ideas or concerns, be advised that excessive phone, fax, mail or email communications will incur additional staff time charges. Production Manager will communicate the need for additional time and charges. This policy is in place to allow the Clark Center staff to focus on the business of operating and maintaining the theater and to ensure equal attention to all renters and events.

Any additional meeting time will be billed to RENTER at a rate of \$30.00 per hour for the Production Manager.

Accident/Incident Reporting

COMMUNITY AND GENERAL PUBLIC - Any accidents/incidents occurring while the public is in the building or on Clark Center premises must be immediately reported to the House Supervisor. The House Supervisor; and if applicable, the injured party will complete a Confidential School Incident Investigation form and submit it to the Theatre Manager for processing. This is a CONFIDENTIAL report; a copy of the report should NOT be give to the injured party.

If injured individual cannot safely exit the building under his or her own power, the House Supervisor will notify first responders to evaluate, and assist said patron.

LMUSD STUDENTS - For accidents/incidents involving students, the Teacher and/or Principal present at the time of the accident/incident must complete a Confidential School Incident Investigation form. The completed original form must be submitted to the Theatre Manager for processing; a copy of the report should be given to the school Principal. This is a CONFIDENTIAL report; a copy of the report should NOT be give to the injured student or his or her parent(s).

If a student requires emergency medical assistance, District staff will call 911 for assistance.

If there is not an immediate need for medical attention, the student's parent(s) will be contacted at the time of the accident/incident, and the student will be cared for by the Teacher present until the parent provides further instruction (i.e., return to class) or arrives to transport the student to home, doctor's office, or hospital.

If the parent(s) cannot be reached by telephone, appropriate supervision and basic first aid will be provided for the student until the Teacher/Principal can transport the student back to his or her school site or to a designated urgent care facility.

GENERAL POLICIES

NONDISCRIMINATION - RENTER will not discriminate against, segregate, refuse admittance to nor provide biased or even preferential treatment on the basis of race, color, creed, religion, sex, age, handicap, medical condition, sexual preference, gender identity, marital status, ancestry or national origin of any person. This includes in programming and program content or philosophy and specifically prohibits programming promoting or advocating discrimination, violence or biased treatment based on any of these classifications.

DAMAGE TO FACILITY - The RENTER is responsible for all damage to the facility caused by, or as a direct result of their event, by artists, guests, patrons, staff, crew, volunteers, subcontractors or others. This specifically includes but is not limited to damage to curtains, projection screen, bathrooms, dressing rooms, seats, stage, sound equipment, lighting equipment and furnishings. RENTER is also responsible for lost revenues due to damage.

HOLD HARMLESS - RENTER shall indemnify and hold harmless Clark Center Clark Center; and the Lucia Mar Unified School District; including any of our contractors, employees, agents, officers, volunteers or members against any and all liabilities, suits, damages, actions and/or claims (including attorney's costs) arising out of the RENTER's use of the theatre. This includes, but is not limited to damage to property or injury to any patron, event attendee, RENTER, RENTER's employee, RENTER's volunteer, RENTER's subcontractor, and/or RENTER's agents as well as others. This also includes any contractual obligations, including but not limited to artist fees, film rental fees, equipment rental, copyright holders and/or advertising firms.

LIABILITY - The Clark Center Clark Center; and the Lucia Mar Unified School District; including any of our 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.

ANIMALS - Only seeing-eye and other service dogs or animals used in on-stage performances are allowed at the Clark Center. Non-service animals of any kind are not allowed in the Clark Center either front-of-house or in the dressing rooms or backstage.

DISRUPTIVE PEOPLE - The Clark Center reserves the right to remove from the premises, any person or persons engaging in disruptive, loud, belligerent or threatening conduct—whether patron, staff, crew, performer, volunteer, producer or others. The Clark Center reserves the right to refuse admission to any person displaying the above behaviors or who appear intoxicated or under the influence. The Clark Center shall not be held liable for any damages to the RENTER through exercising this right.

USE OF ALCOHOL AND TOBACCO PRODUCTS – Use or possession of ANY alcohol product is prohibited in or around the Clark Center Facility. Smoking and the use of illegal drugs is prohibited in or around the Clark Center facility. This includes all parking lots and loading dock area.

SEATING - There is no standing or sitting allowed in the aisles, or on the stairs in the upper section. This will be enforced by the ushering and security staff. FAILURE TO FOLLOW THESE RULES WILL RESULT IN THE IMMEDIATE SUSPENSION OF THE SHOW (OR LOAD-IN) UNTIL THE CONDITIONS ARE CORRECTED. IF THEY ARE NOT CORRECTED, THE SHOW WILL BE CANCELLED WITHOUT REFUND TO THE RENTER.

Please be aware that orchestra pit seating may be removed at RENTER's request. Removal of pit seating reduces total capacity by 37 seats.

MODIFICATION - This RENTAL POLICIES HANDBOOK, FACILITY USE AND SERVICES AGREEMENT and FEE SCHEDULE represent the entire agreement between the parties and any term not expressed herein is not intended to be part of this agreement. This contract may be modified in writing only, signed by an authorized CLARK CENTER representative and the RENTER. The terms of the contract are subject to any special arrangements as listed under "special terms" on the contract document.

LMUSD WAIVER POLICIES

LUCIA MAR UNIFIED SCHOOL DISTRICT RENTERS – Per the Joint Use agreement Rental fee waivers can be utilized on Monday, Tuesday, or Wednesday and are limited to the following per academic year:

Each High school will be allowed 11 waivers

Each Middle School will be allowed 3 waivers

Each Elementary School will be allowed 2 waivers

Waivers shall be used for student productions or educational staff presentations. Waiver of fees applies only to rent. District Renter is responsible for all technical support including staff and equipment rental/usage (piano, lights, etc).

Per the Joint Use agreement, LMUSD schools and programs are eligible for reduced rental rates and reduced Front of House rates. LMUSD schools and programs shall be defined as student productions or educational staff presentations. Productions provided by non-District organizations that may benefit District programs shall be considered a Community Renter.

APPENDIX

Fee schedules

