

- j. No bare feet in any work space. Fully closed shoes required in any and all work areas.
- k. No painting of any type or spray adhesives anywhere but in the paint shop.
- l. Review the [Clark Center Rental Policies](#) for a full list of Prohibited Decoration.

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 90 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, pandemic 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 Our Space 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 EVENT named above at the Theater, commencing on above dates Such EVENT dates shall include technical or EVENT rehearsal dates. 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 FOR THE PERFORMING ARTS

RENTER

Signature

Signature

Cathy Fiorito

Name

Name

Contact Manager

Title DATE

Title DATE

Contact Information

CLARK CENTER BUSINESS OFFICE PHONE: 805-489-4196

CLARK CENTER BUSINESS OFFICE FAX: 805-489-4287

cathy@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 _____