

CLARK CENTER FACILITY USE AND SERVICES AGREEMENT – COMMUNITY RENTER

Please complete this agreement in full and return to:

Cathy Fiorito — Email: cathy@clarkcenter.org, Phone 805-489-4196, FAX 805-489-4287

TICKETING SETUP & WEBSITE PUBLICATION

For ticketed and/or public events, please submit additional Ticketing Setup and Website Details using the forms at the links below. This information may be submitted at the same time as this agreement or at a later date, but at least 60 days prior to the first performance.

- Ticketing Setup Form: <https://clarkcenter.org/ticketing-setup-form>
- Website Details Submission Form: <https://clarkcenter.org/website-details-submission>

RENTER INFORMATION

ORGANIZATION		AUTHORIZED REPRESENTATIVE (NAME, TITLE)		
ADDRESS		CITY	STATE	ZIP
CELL PHONE	EVENING PHONE	DAY PHONE (PUBLIC NUMBER)		
E-MAIL		WEBSITE		
TAX ID / SOCIAL SECURITY NUMBER	RENTER TYPE (MARK ONE) ___ Non-Profit Organization* ___ Commercial <small>*please provide copy of 501c3 designation</small>			
SECONDARY CONTACT (Name, Title)	SECONDARY PHONE & EMAIL			
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 _____	EVENT TYPE _____
FACILITIES REQUESTED (MARK ALL THAT APPLY):	
<input type="checkbox"/> FORBES HALL (Main Stage)	<input type="checkbox"/> STUDIO THEATRE <input type="checkbox"/> OTHER _____
For Forbes Hall ONLY: Use of the ORCHESTRA PIT requires the removal of seats in Rows AA-CC in the Gold Circle (37 seats)	
Do you wish to use a live band in the ORCHESTRA PIT? If YES, indicate the LEVEL at which you would like the pit to be set.	
Yes _____ No _____	Below Ground _____ Ground Level _____ Stage Level _____ (Thrust)
DATES REQUESTED	
DATES OF RENTAL (Including Load-In, Rehearsal & Performance) _____ thru _____	
PERFORMANCE DATES & TIMES:	

RENTER initials

INTERMISSION?	Yes	No	Intermission Length (approx): _____	Run Time of show: _____
PRE/POST EVENT ACTIVITIES				
Are any pre- or post-event activities planned? Yes _____ No _____				
If yes, When (Dates & Times From-To) _____				
Location:	<input type="checkbox"/> Lobby	<input type="checkbox"/> Salon	<input type="checkbox"/> Studio*	*Studio use fee only for renters of Forbes Hall (Main Theater)

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, review MERCHANDISE/SOUVENIRS section below)
Does your Artist(s)/Performer(s) require our Hospitality Service? _____ Yes _____ No (if yes, contact Contract Manager for more information)

PATRON POLICY/INFORMATION

Will programs be provided for distribution? _____ Yes _____ No
How to handle latecomers? No Late Seating _____ During break _____ when _____ Any time _____ Any time at back only _____
Will Video/Cameras be allowed? _____ Yes _____ No If no, How strict do you want this enforced? _____ Loose _____ Very Strict <i>(Level of enforcement based on past experience: some performers find the enforcement more distracting than the video/photo. Some are performing copyrighted material, which requires 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)</i>

TICKETING SERVICES

<p>_____ EVENT will be ticketed. RENTER agrees to choose from one of the billable ticketing structures listed in TICKET SALES section below by completing the Ticketing Setup Form no later than 60 before first PERFORMANCE. (Ticketing Setup Form: https://clarkcenter.org/ticketing-setup-form)</p> <p>_____ EVENT will not be ticketed. Tickets will NOT be required for entry, but capacity limits will be monitored and enforced by Front of House staff. RENTER will NOT use an outside vendor to issue tickets.</p>
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ALCOHOL SERVICES

<p>Alcohol Services may be offered by the CLARK CENTER as part of concession sales, UNLESS the RENTER opts-out below. 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.</p> <p>Do you wish to OPT-OUT of Alcohol Services? _____ Check to OPT-OUT</p>
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RENTER initials

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:

Rental rates for FORBES HALL (617 SEAT MAIN STAGE) and STUDIO THEATER (~120 SEAT BLACK BOX) are charged hourly as published in the FACILITY USE FEE SCHEDULE FOR COMMUNITY RENTERS (Available online at clarkcenter.org/rent)

3. ADDITIONAL SPACES:

Additional facility spaces are available for RENTER to use for related events such as pre/post show receptions at hourly rates as published in the FACILITY USE FEE SCHEDULE FOR COMMUNITY RENTERS.

- a. Gudrun-Grell Salon (~25 PERSONS)
- b. Lobby
- c. Studio Theater (When FORBES HALL is rented for main event.)

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 at clarkcenter.org/rent)
- 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 Production Manager Hourly Rate.

2. TECHNICAL STAFFING:

- a. There is a 4 HOUR MINIMUM CALL for all Technical Staff. State of California wage and working condition guidelines will be followed regarding breaks and overtime rates.
- b. A House Manager and Stage Manager are required for all events. A House Manager will be present at all times that patrons occupy the theatre. All other times RENTER is in the building, a Stage Manager will be present.
- c. RENTER may request specific technicians, although there is no guarantee of assignment. Best efforts will be made to provide specific technicians based on availability.
- d. RENTER may provide their own technical support staff as approved by CLARK CENTER management. If planning to bring in outside Technical Staff, 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. A description of all facility equipment is available in the TECH INFO packet published online at clarkcenter.org/rent.
- b. Use of CLARK CENTER theatrical lighting and sound systems are included in hourly rental of the theater.
- c. Use fees for standard equipment, including LCD PROJECTOR and STEINWAY GRAND PIANO, are published in the FACILITY USE FEE SCHEDULE FOR COMMUNITY RENTERS at clarkcenter.org/rent.
- d. Additional fees may be assessed for other on-site equipment or equipment that is not available at the theater, but required for the event. These fees will be estimated after the production meeting.

- 4. ADDITIONAL FEES:
 - a. An Excessive Clean-Up Fee may be assessed after an EVENT for services that exceed standard janitorial service.
 - b. Miscellaneous – including but not limited to: Tape/Batteries, etc.

FRONT OF HOUSE CONDITIONS AND FEES

- 1. FRONT OF HOUSE STAFFING
 - a. RENTER will be required to use the CLARK CENTER trained usher corps for public events. Rates for Front of House Staffing are published in the FACILITY USE FEE SCHEDULE FOR COMMUNITY RENTERS at clarkcenter.org/rent.
- 2. MERCHANDISE/SOUVENIRS
 - a. NON-FOOD/BEVERAGE merchandise items may be sold in the lobby during the EVENT. Sales may be staffed by the RENTER or by CLARK CENTER staff by arrangement with Front of House.
 - b. RENTER agrees to pay commission percentage of all merchandise sales to the CLARK CENTER as published in FACILITY USE FEE SCHEDULE FOR COMMUNITY RENTERS at clarkcenter.org/rent. (Non-Profit renters are exempt from paying commission.)
 - i. If the RENTER (and/or artist) staffs the table: Commission payment shall be provided to CLARK CENTER by check or cash after each PERFORMANCE. RENTER is responsible for submitting sales tax collected to the California State Board of Equalization.
 - ii. If the CLARK CENTER staffs the table: Sales payment shall be paid by check to the RENTER (and/or artist) by the CLARK CENTER and mailed to RENTER (and/or artist) within two (2) weeks of the EVENT. CLARK CENTER shall collect sales tax for submission to the California State Board of Equalization.
 - c. RENTER is responsible for informing all hired acts/artists of associated merchandise fees, taxes, and commissions.
- 3. FOOD & BEVERAGE CONCESSIONS
 - a. The CLARK CENTER has exclusive rights for food and beverage concession sales. RENTERS may not bring in food for sale to patrons.
- 4. RENTER may OPT-OUT of ALCOHOL SERVICES being offered by CLARK CENTER as part of concession sales by checking the OPT-OUT box in this contract. 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.
- 5. HOUSE RULES
 - a. CLARK CENTER may retain TEN tickets to each PERFORMANCE for house holds and trouble seats.
 - b. No one will be admitted to the theatre without a ticket, including infants.
 - 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. The entrance doors are manned for approximately one hour after curtain to admit late arrivals.
 - g. We provide a 20-minute intermission unless instructed otherwise.
 - h. 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.
 - i. No attachment of any signs to any wood or painted surfaces. All signage must be approved by management.
 - j. No bare feet in any workspace. 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 available at clarkcenter.org/rent.

BOX OFFICE CONDITIONS AND FEES

All rates for Box Office Staffing and Ticketing can be found in the FACILITY USE FEE SCHEDULE FOR COMMUNITY RENTERS at clarkcenter.org/rent.

1. **BOX OFFICE**

- a. The CLARK CENTER provides Box Office services to all public events at the Clark Center.
- b. Box Office will be open during regular business hours throughout the week and 2 hours prior to any PERFORMANCE through intermission. For current hours, see <https://clarkcenter.org/contact-us>.
- c. 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.
- d. In order to provide RENTERS with staffing and services of the Box Office, CLARK CENTER charges PATRONS a Per Ticket Fee for all sales. In accordance with California SB 478, all webpages, publications, and marketing where a ticket price is displayed must include the full price a customer is required to pay, including the Per Ticket Fee. For current Per Ticket Fees, see <https://clarkcenter.org/box-office#fees>.
- e. CLARK CENTER will provide 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.
- f. For 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**

For ticketed events, RENTER event will be built for sale in CLARK CENTER ticketing system and made available on the CLARK CENTER website according to one of the structures listed below:

- A. CLARK CENTER issues ALL tickets using RESERVED SEATING (All patrons are assigned a specific seating location at purchase)
- B. CLARK CENTER issues ALL tickets using GENERAL ADMISSION (Seating is first-come, first-served. Patrons are NOT assigned a specific seating location at purchase)

RENTER must choose a ticketing structure by completing the Ticketing Setup Form <https://clarkcenter.org/ticketing-setup-form> no later than 60 days before the first PERFORMANCE.

For EITHER ticketing structure, RENTER may contact the Box Office to issue COMPLIMENTARY tickets or request printed tickets for CONSIGNMENT to sell off-site. CLARK CENTER reserves the right to limit the number of outstanding unsold tickets issued, generally not to exceed 500 for Forbes Hall or 50% capacity for Studio Theatre. Lost or stolen tickets will not be reprinted.

For complimentary tickets held at Will Call, 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.

3. MARKETING

- a. The CLARK CENTER lists all public events taking place at the facility at clarkcenter.org. To provide media and details to be included in the website listing for your event, complete the Website Details Submission Form at <https://clarkcenter.org/website-details-submission>.
- b. RENTER must include official CLARK CENTER Logo on all printed materials. Logo is available in various formats at <https://clarkcenter.org/rent>.

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 the CLARK CENTER does not provide insurance. RENTER must provide TWO separate CERTIFICATES OF LIABILITY INSURANCE and attached endorsement documents naming both the 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 following language must be used to list our organizations as additionally insured:

For the Clark Center:

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 no 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 CLARK CENTER'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 <https://clarkcenter.org/rent> 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.

CLARK CENTER FACILITY USE AND SERVICES AGREEMENT – COMMUNITY RENTER

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 \$ _____
(Please compute \$250 per DAY for FORBES HALL or per EVENT for STUDIO THEATRE, capped at \$1,000 per EVENT.)

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

Printed Name

Printed Name

Title

Date

Title

Date

CLARK CENTER BUSINESS OFFICE CONTACT INFORMATION

PHONE 805-489-4196, FAX 805-489-4287, EMAIL cathy@clarkcenter.org

STATEMENT OF INFORMATION

Required by Property Owner; Lucia Mar Unified School District. (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.

Signature

Date

 RENTER initials