

Please complete this agreement in full and return to:
 Email: rentals@clarkcenter.org, Phone 805-489-4196, FAX 805-489-4287

IMPORTANT DOCUMENTS AVAILABLE AT <https://clarkcenter.org/rent>

- Clark Center Fee Schedule for Commercial & Non-Profit Facility Users
- Clark Center Tech Info, Pre-Production Worksheet, and Rental Policies

TICKETING SETUP & WEBSITE PUBLICATION

After submitting this agreement, use the links below to provide important ticketing and website details no later than 60 days prior to the first performance date for ticketed and/or public events.

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

FACILITY USER 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		FACILITY USER 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 THEATER <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 USE (Including Load-In, Rehearsal & Performance) _____ thru _____	
PERFORMANCE	
DATES & TIMES: _____	

FACILITY USER initials

INTERMISSION: Yes No Approx Intermission Length: _____ 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: Lobby Salon Studio Theater*

**Studio may be used as add-on to Forbes Hall use for additional fee.*

ARTIST/PERFORMER INFORMATION

Total Number of Artists/Performers: _____ Age (range) of Artist(s)/Performer(s) _____

Will Performers sit in Theater? Yes No

If yes, number of seats _____ If event is RESERVED, which section? _____

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 Artist(s)/Performer(s) require Hospitality Services? 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, choose level of enforcement: Loose Strict

(Level of enforcement based on past experience: Some performers find the enforcement more distracting than the video/photo. Others 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)

TICKETING SERVICES

_____ **EVENT will be ticketed.** FACILITY USER 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>)

_____ **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. FACILITY USER will NOT use an outside vendor to issue tickets.

ALCOHOL SERVICES

Alcohol Services may be offered by the CLARK CENTER as part of concession sales, UNLESS the FACILITY USER 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.

Do you wish to OPT-OUT of Alcohol Services? Check here to OPT-OUT

 FACILITY USER initials

FACILITY USE CONDITIONS AND FEES**1. AVAILABLE FACILITIES:**

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

2. FACILITY USE RATES:

Use rates for FORBES HALL (617 SEAT MAIN STAGE) and STUDIO THEATER (~120 SEAT BLACK BOX) are charged hourly as published in the FEE SCHEDULE FOR COMMERCIAL & NON-PROFIT FACILITY USERS available at clarkcenter.org/rent.

3. ADDITIONAL SPACES:

Additional spaces are available to FACILITY USER for related events such as pre/post show receptions at hourly rates as published in the FEE SCHEDULE FOR COMMERCIAL & NON-PROFIT FACILITY USERS.

- a. Gudrun-Grell Salon (~25 PERSONS)
- b. Lobby
- c. Studio Theater (When FORBES HALL is used 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. FACILITY USER 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 FACILITY USER 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 theater. At all other times the FACILITY USER is in the building, a Stage Manager will be present.
- c. FACILITY USER may request specific technicians, although there is no guarantee of assignment. Best efforts will be made to provide specific technicians based on availability.
- d. FACILITY USER 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. FACILITY USER 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 facility use rates of the theater spaces.
- c. Use fees for other standard equipment, including DIGITAL PROJECTOR and STEINWAY GRAND PIANO, are published in the FEE SCHEDULE FOR COMMERCIAL & NON-PROFIT FACILITY USERS.
- 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. FACILITY USER will be required to use the CLARK CENTER trained usher corps for public events. Rates for Front of House Staffing and Operation are published in the FEE SCHEDULE FOR COMMERCIAL & NON-PROFIT FACILITY USERS.
2. MERCHANDISE/SOUVENIRS
 - a. NON-FOOD/BEVERAGE merchandise items may be sold in the lobby during the EVENT. Sales may be staffed by the FACILITY USER or by CLARK CENTER staff by arrangement with Front of House.
 - b. FACILITY USER agrees to pay commission percentage of all merchandise sales to the CLARK CENTER as published in FEE SCHEDULE FOR COMMERCIAL & NON-PROFIT FACILITY USERS. (NON-PROFIT Facility Users are exempt from paying commission if Facility User staffs table.)
 - i. If the FACILITY USER (and/or artist) staffs the table: Commission payment shall be provided to CLARK CENTER by check or cash after each PERFORMANCE. FACILITY USER 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 FACILITY USER (and/or artist) by the CLARK CENTER and mailed to FACILITY USER (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. FACILITY USER 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. FACILITY USER may not bring in food for sale to patrons.
4. FACILITY USER 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 theater without a ticket, including infants.
 - c. No cameras or recording devices are allowed unless FACILITY USER 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 theater 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 theater 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.

 FACILITY USER initials

Rev 03/25A

BOX OFFICE CONDITIONS AND FEES

All rates for Box Office Staffing and Ticketing can be found in the FEE SCHEDULE FOR COMMERCIAL & NON-PROFIT FACILITY USERS.

1. BOX OFFICE

- a. The CLARK CENTER provides Box Office services for all public events at the facility.
- b. Box Office will be open during regular business hours throughout the week and one hour 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 FACILITY USER 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 FACILITY USER a settlement and payment of net ticket sales minus CLARK CENTER fees within ten (10) working days after the final PERFORMANCE. For FACILITY USERS 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, FACILITY USER will be charged appropriate fees at the discretion of the CLARK CENTER.

2. TICKET SALES

Ticketed events 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)

FACILITY USER 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, FACILITY USER 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 Theater. Lost or stolen tickets will not be reprinted.

For complimentary tickets held at Will Call, FACILITY USER 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 FACILITY USER 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. FACILITY USER 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 – FACILITY USER 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 facility usage, from Load-In to final performance. PERFORMANCE refers to a single public performance of an EVENT.
2. Insurance- FACILITY USER is required to maintain a minimum \$2,000,000 liability insurance policy. The FACILITY USER must secure the policy as the CLARK CENTER does not provide insurance. FACILITY USER 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 facility use 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 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, Facility Use, 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, FACILITY USER will be invoiced for the balance and it will be due within 30 days.
4. Permits, Royalties and Consent - The FACILITY USER shall, at FACILITY USER'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, FACILITY

USER 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, FACILITY USER 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. FACILITY USER 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 FACILITY USER'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 FACILITY USER's performance.
7. Hold Harmless and Indemnification - FACILITY USER 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 FACILITY USER, 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. FACILITY USER'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 FACILITY USER shall be limited to the contracted facility use amount.
9. Force Majeure - In the event that the Theater is unfit for occupancy by FACILITY USER 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 - FACILITY USER has expressly authorized the execution of this Agreement on its behalf, and FACILITY USER understands that this Agreement expressly binds the FACILITY USER 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 FACILITY USER.
11. Policies and Procedures – FACILITY USER 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, FACILITY USER must inform and ensure all staff, contractors, subcontractors, and volunteers of FACILITY USER 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 FACILITY USER 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 FACILITY USER for the use of and services related to the use of the Clark Center for the Performing Arts.

Facility Use Deposit Fee is \$ _____
(Please compute \$250 per DAY for FORBES HALL or per EVENT for STUDIO THEATER, capped at \$1,000 per EVENT.)

The CLARK CENTER hereby licenses the use of the THEATER to the FACILITY USER and its authorized officials, officers, employees, agents, consultants, and independent contractors. The FACILITY USER 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 THEATER by FACILITY USER, 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 THEATER outside of the terms of this License Agreement. Any agreement for the use of the THEATER 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

FACILITY USER

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 rentals@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

 FACILITY USER initials