

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 LMUSD 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

SCHOOL SITE		AUTHORIZED REPRESENTATIVE (NAME, TITLE)		
ADDRESS		CITY	STATE	ZIP
CELL PHONE	EVENING PHONE	DAY PHONE		
E-MAIL		WEBSITE		
Secondary Contact (Name, Title)		Secondary School/Program Name		
Secondary Day/Cell Phone		Secondary 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? Yes _____ No _____	If YES, indicate the LEVEL at which you would like the pit to be set. 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.)

PATRON POLICY/INFORMATION

Will programs be provided for distribution? Yes ____ No ____	How to handle latecomers? No Late Seating ____ Anytime ____ Anytime at back only ____ During break ____ when _____
Will Video/Cameras be allowed? Yes ____ No ____	
If no, choose level of enforcement: Loose ____ Strict ____ <i>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)</i>	

TICKETING INFORMATION

FRONT OF HOUSE OPERATIONS

<p>____ 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 days before first PERFORMANCE. 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. FACILITY USER will NOT use an outside vendor to issue tickets.</p>	<p>____ EVENT with NO intermission. <i>(FACILITY USER pays FRONT OF HOUSE operation fees)</i></p> <p>____ EVENT with FACILITY USER providing concessions. <i>(FACILITY USER pays FRONT OF HOUSE operation fees)</i></p> <p>____ EVENT with CLARK CENTER exclusively providing food and beverage concessions. <i>(CLARK CENTER operates concessions in lieu of FRONT OF HOUSE operation fees. Must include intermission of at least 15 minutes.)</i></p>
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ADULT SUPERVISORS

As with all District events, adult supervision is required at all times in all areas. One chaperone/supervisor is required for each 25 students participating.

What is the expected number of students? _____

Please list the parents/supervisors (one per 25 students – minimum one per dressing room)

Men's Dressing Room Chaperone Name _____ Phone _____

Women's Dressing Room Chaperone Name _____ Phone _____

Green Room Chaperone Name _____ Phone _____

Studio Facilities Chaperone Name _____ Phone _____

If proper supervision is not provided, CLARK CENTER staff will be used and FACILITY USER will be charged staff hours.

____ 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 LMUSD 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 LMUSD 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.
- e. Per DISTRICT requirement, If RENTER is planning to utilize independent contractors or signing contracts with outside vendors, project budget and account balance sheet must be submitted to LMUSD Business Office for approval. The Clark Center must receive this approval prior to tickets going on sale or 60 days prior to EVENT. Please have the LMUSD Business Office official sign and date below when approved:

LMUSD Business Office Official Signature

Date

If this contract is submitted before this signature is obtained, RENTER should refer to LMUSD Independent Contractor Agreement Request on LMUSD Business Office website.

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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 LMUSD 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 LMUSD FACILITY USERS.
 - b. Front of House Operation Fees may be waived if CLARK CENTER operates food and beverage concessions during a scheduled intermission of no less than 15 minutes.

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 LMUSD FACILITY USERS if CLARK CENTER provides staffing for sales. Commission is waived if FACILITY USER provides staffing for sales.
 - i. If the FACILITY USER (and/or artist) staffs the table: 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. 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.

 FACILITY USER initials

- 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.

BOX OFFICE CONDITIONS AND FEES

All rates for Box Office Staffing and Ticketing can be found in the FEE SCHEDULE FOR LMUSD 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. The Box Office space is NOT available for use by the RENTER for any purpose.
- d. 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.
- e. 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>.
- f. 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.
- g. 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. Qualification – FACILITY USERS must meet the following requirements to qualify as a District user:
 - a. FACILITY USER must be a LMUSD District site and/or program that has a District account, AND
 - b. FACILITY USER must be covered by LMUSD insurance policies.
 A FACILITY USER that supports District activities but is not a District site/program must instead complete the agreement for Commercial/Non-Profit Facility Users available at <https://clarkcenter.org/rent>.
2. 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 rental, from Load-In to final performance. PERFORMANCE refers to a single public performance of an EVENT.
3. Insurance- As a qualified LMUSD FACILITY USER, insurance is covered by LMUSD insurance policies.
4. Facility Use Fees/Settlement - Requests for date reservations may be made up to 19 months in advance. A hold for the dates will be placed but will not be finalized until contracts are fully executed. CLARK CENTER will prepare a settlement for the event within 10 days from the end of the event. Upon settlement, Administration, 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.
5. Permits, Royalties and Consent – 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.
6. 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.
7. Cancellation - If FACILITY USER's cancellation notice is received less than 60 days from load-in, the CLARK CENTER retains the right to recover all deposits, advertising, box office staffing and technical production expenses incurred by the CLARK CENTER in direct support of FACILITY USER's performance.
8. 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.

9. Liability - 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 rental amount.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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 - LMUSD FACILITY USERS

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.

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

PRINCIPAL/PROGRAM SUPERVISOR

Signature

Printed Name

Title Date