

## RENTAL & CO-PRODUCTION POLICIES

By signing this document, you agree to the following:

1. To adhere to the following guidelines while renting The Center for the Arts facilities and staff.
2. To acknowledge the itemized list of rental rates in addendum to this document and that The Center for the Arts retains the right to adjust those rates at any time prior to a written contractual agreement.

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Signature

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Date

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**Date Holding and Contracting**

- All calendar holds for rentals or co-productions at The Center for the Arts, Grass Valley, will be considered secondary holds until the security deposit has been paid. Until the time of receiving that security deposit, The Center for the Arts retains the right to book any event on the desired date.
- Similarly, late payments on a contracted amount may result in the cancellation of your event with no refund of your security deposit. All payment amounts and schedules as well as the cancellation policies are outlined on the signed contract.
- No event will be considered booked until the contract has been signed by both parties. Any additional needs or changes to the signed contract must be agreed upon in writing by both parties including but not limited to additional venue, labor, equipment, hospitality, marketing, or storage needs.

### **Payments & Cancellations**

Payment for facilities usage is due to The Center prior to the event day. Security/Cleaning deposits will be refunded within seven (7) business days if they are not needed to cover damages, lack of proper cleaning or any additional charges that may have incurred. You will be charged for any extraordinary maintenance costs incurred by The Center due to your usage.

- **Refundable Security/Cleaning Deposit:** Required to hold an event date.
- **First 50% of Fee:** Due two months prior to the event date.
- **Last 50% of Fee:** Due the week of your event.

Should it be necessary to cancel your reserved date, The Center and its employees will do everything possible to reschedule your event.

- **Up to 60 days in advance:** If your reserved date is rescheduled, your security deposit will be transferred to a new date. If it is not rescheduled, no refund will be issued.
- **Within 60 days in advance:** Deposits and/or balance of the financial agreement may not be refunded.

### **Force Majeure**

The Center reserves the right to cancel this agreement at any time in the event of fire, earthquake, flood, deprivation of utilities beyond our control, or other disaster or act of God that makes a performance at The Center impossible. If an event is canceled due to a force majeure event, then the obligations for both parties under this agreement will be fully excused.

### **Scheduling**

With few exceptions, your use of the rooms at The Center is non-exclusive, and The Center reserves the right to schedule non-conflicting use of any room within the time frame of your contract. In such cases, you are expected to leave the rented space in a clean and orderly condition in preparation for use by either The Center or other renters. This includes removing any furniture or decorations that might encumber the activities of the additional user.

### **Permits, Licenses & Insurances**

- The following permits, if required, must be filed by the Renter at least 30 days in advance. Co-productions will only require event liability insurance:
  - **Special Event Permit:**
    - For events with 50+ attendees (not co-produced with The Center)
    - Application filed by the Renter with the Grass Valley Police Department
    - \$30 fee
  - **Fire Permit:**
    - For events with 50+ attendees (not co-produced with The Center)
    - Application filed with the Grass Valley Fire Department
    - \$98 Fee
  - **Seller's Permit:**
    - For events where a commodity is sold to the public.
    - Application filed with the Grass Valley Finance Department
  - **Food Permit:**

- For events where food items are to be dispensed immediately before, during or after an event.
- Application filed with the County Health Department.
- **Alcohol/ABC License:** Alcohol can only be sold by The Center. If the Renter is not using The Center's bar or concessions, then an additional fee may be charged.
- **Insurance Requirements:** A Certificate of Insurance in the amount of \$1 million for bodily injury and property damage may be required (check with The Center staff). Facility use will be revoked if satisfactory proof of insurance is not provided at least seven (7) days prior to the event. The certificate must include the facility name and date of your event and list The Center as "additionally insured." The Center recommends using Eventhelper.com to obtain event insurance.

### **Ordinances**

The Renter has read and comprehended the ordinances applied to posters and flyers and will hereby comply with these laws prohibiting inappropriate language and content.

### **Personal Responsibility and Liability**

Facilities must be used for the purpose stated on the application. The applicant assumes a responsibility for the conduct of the group using the facility and shall be held liable for any damages that occur during the period of use. Any event that violates the conditions of the application, violates any provision of the law, causes a disturbance of public peace, threatens public safety, is considered unreasonably dangerous, or endangers public or private property is subject to closure. If any part of the facilities or its contents are damaged during usage, The Center will perform 'due diligence' investigations to determine if the damage was caused by the Renter's staff, participants, or patrons. If it is found that the damage was caused by the Renter's staff, participants or patrons, the Renter will arrange for repair of the damage or reimburse The Center for the cost of repairing the damage. Renters are not to initiate repairs to any broken equipment unless (1) there are immediate issues of safety or (2) permission from The Center to order repairs has been obtained.

Furthermore, The Center does not take responsibility for any equipment that the Renter may bring onto the premises and the Renter is solely liable for such items that are not owned by The Center.

### **Furniture**

Tables, chairs, and other furnishings may be arranged for and set up in advance by Center staff. Additional fees may apply. If additional furniture items are needed during an event, please ask the on-site staff member. An additional fee may be charged depending on the request.

### **Audio-Visual Equipment**

The Center can provide basic audio-visual equipment, such as a portable PA system, video monitor, audio and video cables, extension cords, and power strips by indicating these items in the contracting process.

### **Internet Access**

Wireless Internet access is provided throughout The Center. Network passwords will be given to the Renter upon arrival the day of the event. In addition, wired Internet access for computer presentations is provided in both the Main Stage and the Off Center Stage, and HDMI connections to the house projectors will be provided.

### **Ventilation**

If the circumstances of your event require a warmer or cooler setting, ask a staff member to adjust the thermostat for you. Generally, fresh outside air enters the system about 8 times per hour, and sometimes more often than that depending on the number of people in a room.

### **Parking**

The fire lane at the rear of the building and the white drop-off/loading zone in front of the building must be kept clear of vehicles, except for loading and unloading. At no time should anyone be climbing on the metal railings that surround the upper parking lot. Overnight parking, closing off either of the parking lots, and adding or removing reserved parking signs must be approved in advance by The Center. At no time should your vehicle be parked in a space that is reserved for another person within the time limits that are posted.

Bus parking is 12am-12am. In order to secure the appropriate permits, The Center must be notified 3 days prior to the event.

Main Stage rentals include the lower parking lot for theater access. The upper parking lot can be rented for private use, otherwise it can be used at The Center's discretion.

### **Staffing**

The Center reserves the right to require Renter to use The Center's staff for certain positions where appropriate. A House Manager is required for every rental event at The Center. Staffing is subject to 8 hour limitations. Additional time for any staff will be billed to the Renter at \$50 per hour per staff member.

The following staff positions may be arranged for by The Center:

- House Manager
- Technical Director
- Sound Technician
- Lighting Technician
- AV Technician
- Stage Technician
- Spotlight Operator
- Camera Crew
- Volunteer Coordination
- Photographer
- Box Office Attendant
- Merchandise Seller

### **Security**

If the Center deems it necessary to hire outside security for an event, it will be covered by the renter at a charge of \$300 per event.

## **Marketing**

The Center promotes events through newspapers, radio stations, email blasts and on The Center's website and various social media platforms. Consult your rental packet for the various marketing packages that are available to you. All marketing materials for events at The Center must include The Center's logo and indicate that The Center for the Arts is sponsoring the event, and all printed promotional materials must be approved by The Center prior to printing.

## **Merchandise**

Renter shall retain 100% (one hundred percent) of the gross receipts resulting from the sale of merchandise. The Center can provide space, tables, and chairs, but the Renter must provide a salesperson. If the Renter would like The Center to provide the salesperson, then The Center shall have the right to retain 15% (fifteen percent) of the gross sales profit.

## **Box Office Reconciliation**

If using The Center's Box Office and Ticketing services, The Center will provide the following:

- Sellable event on our ticketing platform
- Hold and track all complimentary tickets
- Sell tickets through our Box Office Staff from the time the event is rolled out through intermission of the show or approximately one hour after the event start time.
- Will Call service at the event
- Ticket sales updates via email at the Renters request.

Reconciliation is performed by the Programs Manager after the event. Settlement checks are cut the week following the event. The Center for the Arts gift certificates are valid only for shows presented by The Center.

## **Children at the Center**

Children play a big part in the activities at The Center, and if your event involves children, please note that they must have adult supervision at all times, and under no circumstances are children to be left unattended in any of The Center's rooms or parking lots.

## **Animals at the Center**

Only certified ADA Service animals who are trained to perform a specific task for a disability are allowed in The Center for the Arts.

## **Pre and Post Show Inspections**

The applicant or authorized representative must meet with a Center staff member before the scheduled usage time in order to run through the rental space(s) and appropriate usage. Before the Renter vacates the building, a staff member will go through the checklist to ensure that the space(s) used by the Renter were returned to their original condition.

## **Check-Out**

Please leave the building in the same condition in which it was found. Nothing should be left on the premises overnight to be cleaned up in the morning without pre-approval by Center staff. Pick up trash and recycling both inside and outside the facility. Trash and recycling bags are provided by The Center. Breakdown and cleaning is to take place within the allotted time as indicated on the contract. The facility must be picked up and vacated by the designated time, or additional charges may apply.

## **Drug Use and Restrictions**

The use of conventional and marijuana cigarettes, vaporizers, e-cigarettes, and other electronic nicotine delivery systems is not allowed inside the building, and use of these items outside the building is restricted by California law to a minimum of 20 feet from any operable door or window. City ordinances further restrict the use of these items on the street or sidewalk in front of the building.

Alcohol use is allowed only under the strict supervision and monitoring of The Center staff, who are the sole operators of all of The Center's bars. At no time may alcohol be brought into the building or removed from the building by patrons.

Illegal drug use within The Center is not allowed and is subject to prosecution by local authorities.

## **Emergency Protocols**

In the case of an emergency, please follow these procedures as outlined by The Center.

### **Fire**

Notify The Center on-site representative immediately. If that person is not immediately available, call the Fire Department at 530.274.4370, and then attempt to put out the fire using any one of the fire extinguishers located at The Center.

### **Power Outage**

In case of a power failure, emergency lights at all exit signs will be activated for approximately 90 minutes to allow for safe egress.

If a power failure occurs during your event, the House Manager will contact the Facilities Director and call the power company to determine when the power might be restored. Staff will work with the Renter to make an informed decision on whether or not to continue the event and safely escort the patrons and staff out of the building.

### **Personal Injury**

In case of personal injury, the House Manager will fill out an Incident Report Form and contact the appropriate persons.

## **Public Health and Safety**

The Center for the Arts and its renters must adhere to all current health and safety regulations any time the facilities are in use.

## **ADDITIONAL GUIDELINES FOR THEATER USE**

### **On the Stage**

The operation of any stage equipment including (but not limited to) the curtains, cyc, projector screens, floor boxes, etc must be done by a Center Staff member.

Drilling holes in the Main Stage floor is not allowed, nor is using nails, staples or duct tape, although gaffers tape, spike tape and glow tape are approved for use. Painting of the Main Stage floor is not allowed, and only Center approved stage paint is to be used on the stage floor of the Off Center Stage. Please do not use nails, tacks or staples to hang decorations on the stage facing.

### **Soft Goods:**

The cyc, upstage curtain and legs are permanent elements of the Main Stage space and may not be moved. In the Off Center Theater, the black curtains covering the upstage storage areas require prior arrangements before moving. In the event that permission is granted for the repositioning of these elements, everything must be returned to its original position following your event. In the event that these items are moved without prior permission, a cost will be incurred by the renter for restoring them.

### **Platforms, Stairs and Flats:**

In the Main Stage, ten 4 x 8 platforms are available, either for extending the forestage, or for use as stage platforms, and these must be set up only by CFTA staff. The two stage access stair units may be removed and stored at the renter's discretion, but must be replaced after your event.

### **Rigging:**

No part of the rigging in either venue may be altered by renters. Any modifications to rigging must be done by Center staff.

### **Lighting**

A Center Light Technician must be present whenever any of the lighting equipment in either venue is used, and the rates can vary, depending on the technician.

The house lighting plots for both the Main Stage and the Off Center Stage will cover a broad range of your lighting needs. Any changes to either of the standard lighting plots must be pre-approved and scheduled through The Center. Changes to the standard lighting plots must be executed by the Center's technical staff and will be billed at an hourly rate of \$50/hour. Any time required to restore the standard lighting plot at the conclusion of your rental will also be billed at an hourly rate of \$50/hour.

For either venue, the lighting control board may be removed by The Center at the renter's request in order to accommodate a control board provided by the renter.



## **Sound**

A Center Sound Technician must be present whenever any of the sound equipment in either venue is used, and the rates can vary, depending on the technician.

The Center management will not allow any audio engineer to have total control over performance audio levels, so that we might ensure both the audience's safety and The Center's reputation. The Center management deems a reasonable sound limit to be no higher than 100dB A-weighted average, as measured from the house audio console in the tech gallery. (For reference, OSHA specifies a maximum of 2 hours at 100 dB A, and the NIOSH 2-hour limit is only 91 dB).

Under no circumstances are the house speakers in either venue to be removed from their current hanging location. In the Off Center Stage, the bottoms of the speakers may be swung upward and attached to the cross beam at the proscenium using the hardware provided in order to minimize the amount of intrusion into the stage space.

## **Video**

A Center Video Technician must be present whenever any of the video equipment installed in the Off Center Stage or the Main Stage Auditorium is used. The rates can vary, depending on the technician.

Equipment that requires a video technician includes The Center's cameras, video switchers, computers, DVD player, projectors and projector screens. The projectors in both theaters have been positioned and programmed for use with their installed screens. If projection onto another surface is required, then a projector would have to be rented and installed for that purpose.

## **Pianos**

The Steinway piano may only be used on the Main Stage. A smaller studio upright piano is also available for use by renters which does not require separate permission to use; however, the renter is expected to exercise reasonable care when using either of these two instruments.

## **Seating Areas**

Eating and drinking are not permissible in the theater seating of either the Main Stage nor the Off Center Stage. Food is permissible only at table seating.

## **Sets**

Sets are the responsibility of the production or group renting either the Main Stage or the Off Center Stage. The renter's contract implies no access to The Center for furnishings, materials or tools, but in certain cases these items may be used with prior permission from The Center.

Both the Main Stage and the Off Center Stage are multi-use facilities, and sets must reasonably accommodate other renters and house performers while not being used by the renter.

In the Off Center Stage, access to the poster display windows on stage right must be maintained, and sets may not extend into the utility space upstage right where the backflow prevention device is located.

In the Main Stage Theater, access must be left open to the Piano Storage Room, the Audio Storage Cabinet, the Electrical Room and both emergency exit corridors, and all of those spaces must be kept clear of furniture and props, except when those spaces are used for carrying such items on and off stage during a rehearsal or performance. Placement and design of scenic elements in both venues must be cleared with the Facilities Director and Technical Director before they are installed.

Renters must construct their sets off-site, and then assemble them at The Center, since there is no scene shop at The Center, and must utilize construction methods consistent with repertory theater standards—i.e., using loose pin hinges for easy disassembly and casters for easy mobility on the stage. The Center will provide your designers with any technical information—including stage plan and elevation drawings—that is necessary for designing and building sets off site. Painting of the stage walls in either venue with the intention of integrating the walls into the scenic design will not be allowed. Painting of the stage floor as a scenic element is not allowed in either venue.

The Center cannot provide storage for sets or set pieces prior to or beyond the term of the rental agreement, unless prior arrangements have been made for such storage. The Center and its staff reserve the right to remove any item from a renter's set or the theater if its use has not been approved or if it is found in the space outside—either before or after—the period covered by the rental contract.

Sets may only be loaded in or out through the two loading doors for the OCS or the large loading dock door for the Main Stage—set pieces must not be brought into or out of the building using any other doors.

### **Costumes and Props**

You will be responsible for the security of your own costumes and props. The Center does not provide sewing machines or other costuming tools.