

City of San Ramon
Recreation & Community Services Department

THEATER USE POLICY

Effective 7/1/22

**San Ramon Performing Arts
10550 Albion Road
San Ramon, CA 94582**

(925) 973-3345

E-Mail: Ldennis@SanRamon.ca.gov

<http://SanRamonPerformingArts.com>

Theater Use Policy

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San Ramon Performing Arts

Dougherty Valley Performing Arts Center

10550 Albion Road
San Ramon, CA 94582

Front Row Theater

17011 Bollinger Canyon Rd
San Ramon, CA 94582

(925) 973-3345
Fax: (925) 803-9381

<http://SanRamonPerformingArts.com>

THEATER USE POLICY

The purpose of the Theater Use Policy is to assure that the facility is utilized for recreational, cultural, educational, social and community service functions that meet the needs and interests of the community, as well as to set clear policies, procedures, regulations and rental fees regarding such uses.

Dougherty Valley Performing Arts Center
Maximum capacity: 587

Front Row Theater
Maximum capacity: 94

A. Applications

1. Application must be made a minimum of forty-five (45) days prior to the desired date of use. The Facility Use Application/Technical Rider must be completed and returned with the appropriate deposit(s).
 - a. Any modifications made to the Facility Use Application/Technical Rider after submittal must be made in writing. Modifications can be made only up to two weeks prior to first scheduled event date.
2. Applicants must be at least 18 years of age or older and authorized to enter into an agreement, and an approved representative must be present throughout the entire use of the facility.
3. Applicable deposits (see Exhibit A) are due with a completed Facility Use Application. Visa, Mastercard, checks and cash are acceptable forms of payment.
 - a. Base rent fees and all estimated equipment, service and staffing costs are due 30 days in advance of the first use date. Clients

are to realize that estimates are provided based on the Client's best estimate of use. Final charges will be assessed for actual facility and equipment use, as well as actual service and staffing fees provided and will be outlined in the final Settlement Report and result in a zero balance, additional fees due, or partial refund due to the client. Settlements will be performed within two weeks following last scheduled rental date.

- b. All rental Clients selling admissions to their event are required to use the San Ramon Performing Arts Box Office. If ticket sales do not cover the cost of the estimate within two weeks of the first scheduled event date, Client is responsible to pay the difference to cover the estimate. The only acceptable forms of payment for tickets will be Visa, Mastercard, cash, certified money order or cashier's check. See Section F for details on Box Office Management.
 - c. A refundable security/damage deposit **\$400/date** is required to hold a date on the DVPAC calendar and **\$200/date** on the Front Row Theater calendar. The deposit may be refunded if there are no additional fees due, or applied to (deducted from) the total balance due. In addition to fees for facility or equipment use, services, or staffing, the security/damage deposit may also be partially or fully withheld to apply to any charges for damaged or lost equipment, repairs to the facility, or extra maintenance (i.e., carpet cleaning).
4. Applications are not confirmed until applicant receives a signed Facility Reservation Contract. **Absolutely no publicity or invitations shall be distributed until the applicant receives this official confirmation.** When security services or insurance are required, applicant must meet requirements at least thirty (30) days prior to event/scheduled use or reservation will automatically become null and void.
 5. No overnight uses will be allowed. The time reserved must be inclusive of whatever time is needed for set-up, actual event time, and clean up at the conclusion of use.
 6. Appointments to view the facility must be scheduled in advance with the Theater Manager.
 7. Scheduling: Rental dates by outside organizations may be booked up to twelve (12) months in advance of the event. Preference for available dates will be given to those presenting successful annual events where a specific date is critical to the success of the event.

B. Payment of Fees: Any fees paid less than thirty (30) days in advance of the first use date must be paid by cash, guaranteed money order, or an accepted credit card (Visa or Mastercard) in the name of the hosting/producing organization/person. For Theater Use Fees and associated Staff and Equipment Use Fees, please see Exhibit A, Schedule of Fees and Charges.

C. Cancellations: Notice of the desire to cancel a booking/reservation must be received, **in writing**, by the client whose name appears on the contract. If written notice of cancellation is received 120 days in advance of the first scheduled date of use, the deposit will be refunded, less a \$50 processing fee. Cancellations received less than 120 days in advance of the first use date shall be subject to loss of entire deposit. The City of San Ramon reserves the right to cancel any use in emergency situations or when deemed necessary for the safety and best interests of the customers, the City of San Ramon, or all concerned. In such cases, a refund of all fees and deposits paid will be provided. The City of San Ramon will not be liable for any other expenses incurred by Client in relationship to this booking, including but not limited to lost profit or income, expenses incurred, and incidental, special or consequential damages of any kind.

1. Force Majeure: If the facility is unfit for occupancy by Client during the period covered by agreement, by reason of fire, earthquake, strike, civil disturbance or any other cause beyond the control of the City of San Ramon, then the agreement shall be of no further force and effect.

D. Insurance Requirements

1. The Client shall be responsible for any and all damage to the Performing Arts Center and/or Front Row Theater and its' premises, equipment and property during their occupation of the facility.
2. The Client will be held responsible for all actions, behavior, and damages caused by his/her guests/attendees during occupancy of the facility.
3. All Clients will be required to provide the City of San Ramon with an original Certificate of Insurance providing proof of the following coverage:
 - a. General liability and property damage insurance in an amount not less than \$1,000,000 per occurrence.
 - b. **The City of San Ramon 7000 Bollinger Canyon Rd. San Ramon, CA 94583 and Venuetech Management Group 2269 Chestnut St. #960, San Francisco, CA 94123 must be named as additional insured.**
 - c. The insurance may not be cancelled or reduced without 30 days prior written notice to all named additional insureds.
4. The City of San Ramon and VenueTech Management Group are not responsible for accidents, injury, illness or loss of group or individual property.
5. Client shall defend, release, indemnify and hold the City of San Ramon and VenueTech Management Group, their officers, agents, employees and volunteers, harmless from and against any loss, liability, costs (including reasonably incurred attorney fees) claim or damages that may arise or result from, or be related to or be alleged to arise or resulted from activities of Client, its officers, agents, employees and volunteers, and shall, at its own costs, expense and risk, defend any and all legal proceedings that may be brought against the City of San Ramon and VenueTech Management Group, their officers, agents, employees and volunteers, on any claim, demand, or alleged liability, and shall satisfy any

settlement or judgment that may be rendered against any of them arising from, or related to activities of Client, and shall assume liability for any and all direct expense incurred in providing services pursuant to this policy, except for any claim, loss, liability, damage or cost directly arising out of the sole negligence or willful misconduct of the City or VenueTech Management Group.

6. A copy of detailed insurance specifications is available from the Theater Manager.

E. Security: At the expense of the Client, and the discretion of the Theater Management and the City of San Ramon, security may be required.

F. Box Office Management

1. San Ramon Performing Arts reserves the right to manage all Box Office operations, including ticket printing and the collection of admission fees. Clients of San Ramon Performing Arts will pay for Box Office services as well as ticket printing as per the attached Schedule of Fees and Charges.
2. Once the Ticket Information Sheet is submitted, modifications will not be accepted.
3. Consignment tickets are not available for all Clients. Theater Management may or may not approve consignment tickets. If a Client wishes to use consignment tickets, the following stipulations must be met:
 - a. Client will be liable for the full cost of the tickets and will be required to sign a Consignment Agreement.
 - b. A complete accounting of all tickets sold, including discounts or complimentary tickets issued, must be made by the Client to the Box Office prior to the event.
4. The Box Office will not provide exchanges or refunds on tickets sold. The Box Office will not replace lost tickets.
5. Client may not reproduce Theater tickets. The Box Office provides assigned seating with each ticket unless otherwise specified. The Box Office closes twenty (20) minutes after a show begins and no tickets will be sold from that point on. Latecomers will be seated at the first appropriate break in the performance. No one is allowed in the Box Office except authorized personnel.
6. The Client may choose to offer a discount on ticket prices for groups, seniors, or children if so desired. This discount information must be provided to the Box Office in writing at least two weeks in advance of ticket sales.
7. Complimentary tickets for any performance are the sole responsibility of the Client.
8. No admission charged: If an event is free, Theater staff will count the number of patrons entering the Theater, including infants. When the maximum allowable number of people have been admitted, the doors will be closed and no one else will be permitted entry. If Client has family, friends or other people who have arrived with the cast and crew and

entered the facility through the backstage but will require a seat in the audience, they must report to the Theater Manager or designee to be counted.

9. An additional fee of 2.88% will be charged to any patron purchasing tickets via credit card payment.

G. Support of Non-Profit Organizations: In order to keep rental fees at an affordable level, a discounted rate schedule for non-profit organizations is not available. Instead, financial support for local non-profit organizations will be offered through grants from the San Ramon Performing Arts Cultural Growth Fund. This fund will be created through a \$2 per ticket surcharge for all tickets issued to events held at the Dougherty Valley Performing Arts Center and the Front Row Theater. The level of this funding will be set annually based on funds available and as determined by the City.

H. Discretionary Booking: At the discretion of the Cultural Arts Program Director, requests for rental of the Theater may be denied if the proposed event presents a potential conflict to the target market of a previously scheduled event. Criteria include the market saturation of a particular event type, long-term relationship of an existing Theater client, and/or the financial impact on the Theater. Additionally, the Cultural Arts Program Director shall regulate or prohibit such activity or use, which in his/her judgment is determined to be of a hazardous nature, is potentially dangerous or damaging to property, or is not in the best interests of the citizens of the City of San Ramon.

I. Decorations: Any decorating, covering of, or changes to the facility shall be discussed at the time of application. The Client shall be responsible for putting up any decorations and all other special preparations necessary for their function. All decorations shall be removed at the conclusion of the function. Client shall be responsible for the removal of all decorations, attachment material, special preparations, Client's personal property, and any rented equipment before the Client vacates the premises. Method of installation of all decorations must have prior approval of the Theater Manager.

1. All decorations must be flameproof or fire retardant.
2. The use of cellophane, all tapes, nails, staples, screws, etc., is NOT allowed on walls, ceilings, Theater seating, furniture, or floors. Insufficient removal of any items will result in additional clean-up charges to be withheld from deposit. If Client is granted permission to use tape, it **MUST** be painter's tape.
3. Decorations may **NOT** be hung from light fixtures, ceiling, heat detector, emergency lights, or acoustical wall/ceiling tiles.
4. Open flames (such as lighted candles) are NOT allowed.
5. All plants, trees, and shrubs must be in waterproof containers and must be carefully placed so as not to damage floor, tables, or block fire exits.
6. No foreign substance may be applied to the floor.

7. No rice, birdseed, confetti, hay bales, etc., are permitted at the facilities or on surrounding sidewalks and parking lots. Use will cause forfeiture of entire damage deposit.
8. For safety reasons, relocation or rearrangement of facility equipment is not permitted. Staff on duty must perform any rearrangement of furnishings and/or equipment. All doors, aisles and hallways must be kept clear in the event of an emergency evacuation.
9. For customer comfort, energy efficiency, and consideration of our neighbors, all doors and windows must remain closed throughout the entire event.

J. Concessions and Merchandise

1. The City of San Ramon retains the right to all concessions within the facilities and their environs. If Client is granted permission to sell concessions or merchandise, the City of San Ramon shall receive 25% of gross sales.
2. Alcoholic Beverages: **The use and/or sale of alcoholic beverages is prohibited at the Dougherty Valley Performing Arts Center.** The use and/or sale of alcoholic beverages is allowed by prior written permit application only at The Front Row Theater and must be requested at the time of application and approved in advance.
 - a. Alcoholic beverages to be consumed on the premises shall be limited to beer, wine and champagne. Absolutely no hard liquor is allowed.
 - b. If the presence of alcohol is deemed to conflict with other previously scheduled uses/users, the request may be denied.
 - c. Alcohol is NOT allowed at youth-oriented events or events held in honor of a minor.
 - d. A group or organization wishing to sell alcoholic beverages at their function or provide alcoholic beverages with the cost of admission, must first obtain approval from the Theater Manager and then the Police Chief; and upon approval will be required to obtain, at their own expense, the appropriate permits and licenses from the State Alcoholic Beverage Control Board (24 hour liquor license). Liquor liability insurance is also required from the sponsoring organization. Liquor licenses may be obtained at the: Alcoholic Beverage Commission, Santa Clara County District Office, 100 Paseo de San Antonio, #119, San Jose, CA 95113. Telephone: (408) 277-1200. Evidence of this license must be on file in the Performing Arts Center office at least ten (10) days prior to the event/function.
 - e. Clients sponsoring events where alcohol is sold will be required to obtain liquor liability insurance per the coverage outlined in Section D.

- f. Clients sponsoring/hosting events where alcoholic beverages are served or sold will be required to have security, at the Client's sole cost and expense.
3. Clients are permitted to sell items, subject to the following restrictions
 - a. Advance notice must be given to the Theater Manager 30 days prior to event and sale of items.
 - b. All items for sale must be approved by the Theater Manager in advance.
 - c. All items for sale must be related to the event. No merchandising or retail sales of items unrelated to an event or performance is allowed.
 - d. The City of San Ramon shall receive 25% of gross sales if the Client sells and 30% of the gross sales if the City provides sellers.
 - e. The City of San Ramon reserves the right to restrict or not permit the sale of any items at the sole discretion of the Theater Manager.
4. Receptions involving the serving of food and drink prior to or following events require approval from the Theater Manager and must be arranged in advance. Additional cleaning and damage deposits may be required.

K. Technical Labor

1. Labor: To insure the protection of all in-house equipment and the professional presentation of events, San Ramon Performing Arts will require all Clients to utilize the House technical staff for their events, at the rates outlined on the attached Schedule of Fees and Charges. The Theater Manager shall have the discretion to schedule staff deemed necessary to provide for a quality production, at the expense of the client.
2. Lighting and sound equipment in the facilities will be operated by approved Technicians. If a Client wishes to use their own members as additional technicians, each of these persons must demonstrate, to the Manager and/or Technical Director, their capabilities to perform before they may operate the equipment. They must also be certified by the Theater Manager and Technical Director and the Client must provide proof of Workers Compensation Insurance.
3. Each Client must provide a Production Stage Manager for their event. If they are not able to provide such a person who is, in the Theater Manager's opinion, qualified to fill this position, one will be provided at the Client's cost at the rates set forth in the attached Schedule of Fees and Charges.

L. Event Production

1. The Client must coordinate the needs of all aspects of the Client's event with the Theater Manager and Technical Director or his/her designated representative.
2. No changes or modifications to the fixed equipment or facilities may be made, nor may any equipment be removed from the Theater or altered.

Any structural or electrical changes may be made only by Theater staff with the Theater Manager's approval and only by qualified staff or licensed contractors. All labor needed to make such changes and reverse them will be charged to the Client at the Technical Staff rate or, in the case of an outside contractor, cost plus 15%.

3. No event taking place in any of the facilities may be recorded, televised, broadcast or used for commercial reproduction without the express written consent of the City of San Ramon. The Client must hold the City of San Ramon and VenueTech Management Group harmless from such activity and must also meet all insurance requirements prior to the event.
4. All scenic units, props, and electrical equipment provided by the Client are subject to a safety inspection by the Technical Director or his/her designee. The City of San Ramon reserves the right to prohibit the use of any scenery, property or equipment that is deemed by the City to be unsafe. Equipment judged to be unsafe must be brought up to minimum standards before being used, or must be removed from the premises.
5. Specialized needs for sound or lighting must be arranged at least two weeks in advance with the Theater Manager or Technical Director.
6. The Client will not obstruct or restrict the use of any doors, exits, hallways or aisles in the facilities. No tripods, cable, or equipment of any kind will be allowed in the audience seating area without the prior approval of the Theater Manager. Under no circumstances may the view of the audience be obstructed.
7. The facilities will not be used for long-term storage of sets, props or costumes. Run-of-event storage will be provided as available and by arrangement with the Theater Manager or Technical Director. Materials left in the facilities after strike of event will become property of the City of San Ramon unless previous arrangements have been made with the Theater Manager or Technical Director. The City of San Ramon and VenueTech Management Group assume no responsibility for stored or abandoned property or materials at any time. The Client will be responsible for any costs the City of San Ramon incurs related to removal and/or disposal of abandoned property or materials.

M. Promotions

1. No signage, posters, flyers or advertisements for any event may be posted in or on the facilities or their environs without the prior approval and permission of the Theater Manager. If prior approval and permission is granted, Client is responsible for putting up and taking down all promotional material. Everything must be removed at the conclusion of the event. Client will be billed at a rate of \$25/hour for labor involved in removing any promotional material that is left after event.
2. **Promotion of Client's event is the sole responsibility of the Client.**

N. General Rules and Regulations

1. Use of any weapons (including knives or swords) firearms, explosives, open flames or lasers are NOT permitted in the facilities.
2. At no time will any illegal activity, performances, or exhibition be allowed in the facilities.
3. Gambling on the premises is prohibited. Gambling shall be defined as any game of skill, chance or raffle, played with cards or any other device for money or any other representative item of value.
4. If you are having equipment delivered or picked up at times other than your scheduled use, arrangements need to be made in advance with the Theater Manager. You will be billed for the time involved with the delivery/pick-up. Delivery vehicles should make deliveries to the loading dock area.
5. During rehearsals: only the first four rows in the auditorium may be used- the remainder of the house and lobby are closed.
6. Please remember: no feet on chairs, no scratching of seat backs, do not sit on tables, report any damage to the facility or equipment to the Production or House Manager, no running or yelling inside the Theaters, and no food or beverages in the auditorium (bottled water is the only exception).
7. Facility permits and reservations cannot be transferred, assigned or sublet.
8. All sound checks on performance days must be completed at least 90 minutes before show time -- no exceptions.
9. With the exception of service animals necessary to assist a person with a bona fide disability, animals will only be permitted in the facilities when authorized, in advance, by the Theater Manager.
10. Smoking is NOT allowed in the Dougherty Valley Performing Arts Center or within 25 feet of any doors or windows at the Front Row Theater. No food or drink with the exception of bottled water will be allowed in the audience seating areas at any time.
11. The Client shall be responsible for the orderly conduct of all persons using the facilities during their event. The City of San Ramon reserves the right to remove, or have removed, any person behaving in an unlawful, disrespectful, or objectionable manner.
12. Fights, vandalism, or destructive behavior on the part of any member of a Client's group or its audience will be grounds for immediate cancellation of the event and all future events. In this case, all fees will be forfeited.
13. The facilities will be provided to Client in a clean and ready state. Client is responsible for leaving the venue in the same state they found it. Any cleaning that must be done beyond ordinary wear and tear will be charged to the Client at the Maintenance rate outlined in the Schedule of Fees and Charges.
14. Under no circumstances will a larger number of persons be allowed in the audience seating area than the total number of seats.

15. Lost and Found: The City of San Ramon, VenueTech Management Group, and volunteer staff will not be responsible for lost-and-found items, but will hold found items for a maximum of 30 days. All items of substantial value will be turned over to the City of San Ramon Police Department. Inquiries for lost items should be directed to the Theater Manager at (925) 973-3345.
16. Should there be a request for sign language interpretation of your event you will be required to provide and pay for this service.
17. The City of San Ramon reserves the right to amend these policies and/or fees and charges as deemed necessary without advance notice. Previously approved reservations will not be affected by new rates.

O. Policy on Smoke Machines & Other Pyrotechnical Devices

Hazer/Smoke machines are NOT allowed to be used/operated in the Performing Arts Center.

Dry ice is not allowed on stage as it makes the stage too wet and slippery, creating a safety hazard for the performers. Not all pyrotechnic devices are ruled out. Other pyrotechnic devices that result in a small "bang", "pop", or short "flame" may be allowed, but must first be tested and approved by the Fire Marshal on a case-by-case basis.

Requests for appointments must be made in advance with the Theater Manager by calling: (925) 973-3345. The Theater Manager will then schedule an appropriate time to meet with the San Ramon Fire Department.

P. The following Schedule of Fees & Charges associated with rental of the Dougherty Valley Performing Arts Center and Front Row Theater revised and approved by San Ramon City Council and are effective on 7/1/22.

EXHIBIT A

Front Row Theatre

Events booked on City of San Ramon holidays will follow appropriate weekend rates. Whenever a rental includes weekday and weekend time periods, applicable rental fees will be charged for each time period. Charges will be assessed on an hourly basis; there will be no pro-ration for half-hour use.

Rental use will include a basic theatrical sound and light package and use of projector, screen, VCR, CD player and DVD player if desired.

Extra Equipment

Additional microphones	\$25.00/Day
Podium	\$25.00/Day
Upright piano	\$100.00/Day

Other Fees

Basic Sound and Light Package	No Charge
Box Office Fees	\$100.00
Ticket Printing	\$0.30/Ticket
CGF (ticketed events)	\$2.00/Ticket (paid by the ticket buyers)
CGF (non ticketed events <50 attendees)	\$30.00 flat rate
CGF (non ticketed events <50 attendees)	\$70.00 flat rate
Technical Theater Staff **	\$35/Hr per person
House Staff **	\$35/Hr per person

San Ramon Resident & Non-Profit / Co-Sponsored Organizations

Free Events, Rehearsals (no admission fee), Ticketed Events, Theatrical Use & Fundraisers	Weekday \$175.00/Two (3) Hrs or \$350.00 flat fee for a max eight (8) Hrs	Weekend \$225.00/Two (3) Hrs or \$450.00 flat fee for a max eight (8) Hrs
Hourly Overtime Rate for use over eight (8) hours	Weekday \$75.00/Hr	Weekend \$100.00/Hr

Non-Resident Private or Commercial Organization

Free Events, Rehearsals (no admission fee), Ticketed Events, Theatrical Use & Fundraisers	Weekday \$275.00/Two (3) Hrs or \$550.00 flat fee for a max eight (8) Hrs	Weekend \$325.00/Two (3) Hrs or \$650.00 flat fee for a max eight (8) Hrs
Hourly Overtime Rate for use over eight (8) hours	Weekday \$75.00/Hr	Weekend \$100.00/Hr

Concessions and Merchandise	25% of gross sales
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**Overtime and double time rates for staff will apply as required by law

DOUGHERTY VALLERY PERFORMING ARTS CENTER

Events booked on City of San Ramon holidays will follow appropriate weekend rates. Whenever a rental includes weekday and weekend time periods, applicable rental fees will be charged for each time period. Charges will be assessed on an hourly basis; there will be no pro-ration for half-hour use.

Theatrical usage requires written approval by the Theater Manager and a pre-event meeting to establish the details and appropriateness of the rental prior to the signage of the contract.

Performance Base Rent (Full Day) – Includes Lobby, Theater, Dressing Rooms & Loading Dock

Weekend Friday through Sunday	\$1055.00/Eight (8) hour day plus reimbursement for required technical theater and house management staff
Weekday Monday through Thursday	\$725.00/Eight (8) hour day plus reimbursement for required technical theater and house management staff
Additional Time (same day)	\$105.00/Hr plus reimbursement for required technical personnel
Rehearsal and Technical Time – Weekday	\$439.00/Eight (8) hour day plus reimbursement for required technical personnel
Rehearsal and Technical Time - Weekend	\$539.00/Eight (8) hour day plus reimbursement for required technical personnel

Other Fees

Percentage Rent	10% of gross ticket sales or 8% of gross ticket sales for three (3) or more shows in the same day if greater than the base rent
Rent – Lobby Only	\$465.00/Eight (8) hour day (restricted availability)
DVPAC Studio Rental (for a rehearsal or performance in the Studio Room)	\$415.00/Eight (8) hour day plus reimbursement for required personnel
Box Office Fees	\$400.00
DVPAC Studio Rental (when used in conjunction with a performance or rehearsal on the stage)	\$235.00/Eight (8) hour day plus reimbursement for required personnel
Ticket Printing	\$0.30/Ticket
Cultural Growth Surcharge* (ticketed events)	\$2.00/Ticket (paid by the ticket buyers)
Cultural Growth Surcharge (non ticketed events <300 guests)	\$200.00
Cultural Growth Surcharge (non ticketed events >300 guests)	\$350.00
Technical Theater Staff	\$35.00/Hr
Production Manager II	\$43.00/Hr
Sign Language Interpreter	\$100.00/Hr per person
House Staff	\$35.00/Hr
Basic Sound / Light Production	No Charge
Extensive Lighting Production	\$225.00 + reimbursement for additional technical theater staff (if required)
Extensive Sound Production	\$150.00 + reimbursement for additional technical theater staff (if required)

Spot Lights	\$100.00/Light + spot light operator
Projector Rental	\$250.00/Per day
Marley Dance Floor	\$150.00/Per event + Labor
Baby Grand Piano	\$100.00/Eight (8) hour day
Piano Tuning	\$135.00 Each
Concessions and Merchandise	25% of gross sales

*Cultural Growth Surcharge – Two dollars (\$2.00) will be collected for every ticket sold at DVPAC and the Front Row Theater for all events with ticket prices over \$5.00. This money will be used in the subsequent fiscal year to purchase/replace theatrical equipment and/or to offset rental fees for non profit groups producing a performance in either City theater.

NOTE: Clients shall reimburse the City for the cost of all required event staff and technicians. Base rent fees are due 45 days in advance of the first use date. Equipment and staffing fees will be deducted from the final settlement or deposit. The Theater Manager shall have the discretion to schedule staff as s/he deems necessary to provide for a quality production at the expense of the Client. A full cost estimate will be provided to Client within 15 days of Client’s submission of the Facility Use Application/Technical Rider form, and in all cases at least a minimum of two weeks in advance of the event. The Facility Use Application/Technical Rider form must be completed and returned with the appropriate deposit(s).

NOTE: Rehearsal times may be scheduled at the time the booking is made, but shall be considered tentative until thirty (30) days prior to the first event date, and then will only be scheduled when they do not interfere with other scheduled events.

1. **For events that are designed to be profitable**, rental fees shall be ten percent (10%) of gross ticket sales vs. the base rent, **whichever is higher**. Exceptions to this policy will be made for Primary Partners and fund-raising events hosted by local non-profit organizations with ticket prices greatly exceeding the normal market rates (i.e. \$100 benefit performance tickets). In those cases, the 10% shall be computed based on the market rate of the tickets, as determined by the Theater Manager.
2. **The Theater may be rented to approved “Primary Partner” clients** at special reduced rates negotiated individually and subject to the review and approval of the City Council.
3. **Cultural Growth Surcharge Fee:** A fee of \$2.00 per person shall be added to the charge for each ticket issued, or, for events that are non-

ticketed, a flat rate will be charged at DVPAC <300 guests \$200.00 and for >300 guests \$350.00 (calculated by a counting of ticket stubs or counters at the entry doors for non-ticketed events). This fee applies for all tickets for all events, including comp tickets, free events, Primary Partner events, non-profit organization sponsored events, and all others.

4. **For events that do not meet the criteria above** staff shall have the authority to charge appropriate and warranted fees at rates higher than those stated above, subject to the approval of the Cultural Arts Program Manager.

5. **Deposits:**
 - a. Deposit Fee: **\$400.00/Contract** for the **Dougherty Valley Performing Arts Center** and **\$200/Contract** for the **Front Row Theater**. Deposits are required to hold each date on the Theater calendar and are also used as security against damages or unpaid bills. Once the Theater Manager has completed the Event Evaluation and Settlement Report, the deposit may be refunded to the Client or be applied to (deducted from) the outstanding balance if additional fees are due for facility use, staffing, equipment and services provided, or fees applicable for damaged or lost equipment, or necessary repairs to the facility. If settlement is made prior to the Theater Manager's evaluation, the deposit will be held until the evaluation is performed and the deposit, less any necessary repair or equipment costs, will be returned to the client within twenty (20) working days. Settlements will be performed within two weeks following last scheduled rental date. See Section C for details on cancellations. Deposits are non-transferable.

 - b. Any fees paid less than thirty (30) days in advance of the first use date must be paid by cash, guaranteed money order, or an approved charge card (VISA, MasterCard or American Express) in the name of the hosting/producing organization/person.