

# **BOB BURTON CENTER FOR THE PERFORMING ARTS FEE SCHEDULE AND RENTAL POLICIES**

Revision: 3

The following are the costs for use of the BOB BURTON CENTER FOR THE PERFORMING ARTS, which may include use of any or all of the following: Theater Auditorium, Stage, Lobby, Dressing Rooms, Green Rooms, and Shop Space.

## **NON PROFIT ORGANIZATION CHARGES**

(Proof of non-profit status is required)

**Load in and Rehearsal Time Block. (6:00 a.m. to 12:59 a.m., Non Holiday) \*505.00**  
The first four (4) hour block of time each day is billed to include the following:  
Theater operations technician, Sound Technician, Stage Supervisor, Theater Rental, & Electrical Surcharge.

**Show Days (6:00 a.m. to 12:59 a.m. Non Holiday) \*605.00**  
The first four (4) hour block of time each day is billed to include the following:  
Theater Operations Technician, Sound Technician, Stage Supervisor, Theater Rental, Electrical Surcharge, and custodial fees.

**\* Does not include the 7.5 % Facility Improvement fee**

**If additional hours are required they are billed at the following rental rates. (See Staffing for staff charges.)**

Rental Rate \$57.75 per Hour (Between the hours of 6:00 a.m. and 12:59 a.m.)

Rental Rate \$84.00 per Hour (Between the hours of 1:00 a.m. and 5:59 a.m.)

Electrical Surcharge \$21.00 per Hour

**Charges accrue for all time used, including load in, load out, and restoring house plot.**

A non-refundable deposit of \$500.00 will be required before the contract commences. Should any schedule changes occur (i.e. time changes, cancellation of extra days, etc.) once the contract process has begun, the client may be responsible for certain charges.

## **Commercial Organization Base Charges**

**Load in and Rehearsal Time Block. (6:00 a.m. to 12:59 a.m., Non Holiday) \*855.00**  
The first four (4) hour block of time each day is billed to include the following:  
Theater Operations Technician, Sound Technician, Stage Supervisor, Theater Rental, & Electrical Surcharge.

**Show Days (6:00 a.m. to 12:59 a.m., Non Holiday) \*955.00**  
The first four (4) hour block of time each day is billed to include the following:  
Theater Operations Technician, Sound Technician, Stage Supervisor, Theater Rental, Electrical Surcharge, and custodial fees.

**\* Does not include the 7.5% Facility Improvement fee**

**If additional hours are required, they are billed at the following rental rates. (See Staffing for staff charges.)**

4/19/2012

Page a of 10

Rev. 3

Rental Rate \$110.25 per Hour (Between the hours of 6:00 a.m. and 12:59 p.m.)

Rental Rate \$136.50 per Hour (Between the hours of 1:00 a.m. and 5:59 a.m.)

Electrical Surcharge \$21.00 per Hour

**Charges accrue for all time used, including load in, load out, and restoring house plot.**

A non-refundable deposit of \$500.00 will be required before the contract commences. Should any schedule changes occur (i.e. times changes, cancellation of extra days, etc.) once the contract process has begun, the client may be responsible for certain charges.

**Facility Improvement Fee**

This fee is 7.5% of your total bill. This fee will be used directly for the facility; the standard wear and tear, and improvements that are needed. This fee will be added to all charges accrued during your rental at the center.

**Payment Schedule**

This following is the payment schedule for the BOB BURTON CENTER FOR PERFORMING ARTS:

1. To Book - a \$500.00 non refundable deposit
2. 4 weeks prior to Event - 50% of estimated fees must be received
3. 2 weeks prior to Event - 100% of estimated fees must be received

Non-sufficient funds checks are subject to a \$25.00 processing fee. In addition, all subsequent payments will need to be made directly to the district office by certified check.

**STAFFING**

All staffing needs will be determined by BOB BURTON CENTER FOR PERFORMING ARTS management based on the specifics of each individual rental.

Due to liability concerns, all personnel will be provided by BOB BURTON CENTER FOR PERFORMING ARTS unless other arrangements have been made and agreed upon in writing by BOB BURTON CENTER FOR PERFORMING ARTS management prior to load in. (Sound Engineer, Lighting Technician, Fly Rail, etc)

Any requests for certain staff members to staff your show cannot be guaranteed and if the staff will be in overtime due to your request, the overtime charges will be your responsibility.

**Staffing Costs & Overtime Policies**

Overtime: Is after 8 hours on – 1.5 x rate; after 12 hours, on 2x rate

Between 1:00 am and 6:00 am, and during Holidays – 2x rate. \*

\*Overtime may accrue sooner due to previously booked events on the same day.

**Theater Operations Technician** is included in the rental. However, client is responsible for overtime and holiday pay. Overtime is billed at \$37.50/hour and Double Time/Holiday is \$50.00/Hour

**Breaks and Meal Penalties:**

- All staff are entitled to a paid fifteen (15) minute break after two (2) hours of work.
- A one (1) hour unpaid meal break shall be given after no more than 5 hours of work.
- If a meal break is not given, the staff is entitled to the following from the client:
  1. Client to provide the staff with an approved meal (from local restaurant). The staff will be working through this lunch period and will be granted one extra hour of pay at the standard pay level.

**Technicians** are \$21.00/hour on a four (4) hour minimum.

**House Managers** are \$21.00/hour on a four (4) hour minimum.

**Box Office Staff** are \$18.00/hour on a four (4) hour minimum.

**Custodial Staff** are \$25.00/hour on a four (4) hour minimum.

**BOB BURTON CENTER FOR PERFORMING ARTS Equipment****Lighting**

House Lighting system:	Included in Base cost
Follow Spots (2)	Included with staff operator

**Sound Equipment**

Basic House Sound System (2 Stage Monitors and 2 wired mic's)	Included in Base Cost
Wired Microphone	\$5/ Day; \$15/ Week
Wireless Microphone	\$35/ Day; \$125/Week
Direct Input (DI)	\$5/Day; \$15/ Week

**Audio Visual Equipment**

NEC LT260 Video Projector	\$25/Day; \$75/Week
---------------------------	---------------------

**Musical Equipment**

Baldwin Concert Grand Piano*	\$100/Day; \$175/Week
* Piano Tuning (Required for each use)	140.00 per tuning
Orchestra Shells	\$120 per set-up
Choral Risers (Qty 7)	\$120 per set-up
Music Stands Each	\$1.00
Orchestra Chairs Each	\$2.00

4/19/2012

Page c of 10

Rev. 3

**Miscellaneous**

Company Switch/Auxiliary Tie-in (400A) (Qty 2)	\$50/Day
Tables Each	\$5.00
Folding Chairs Each	\$1.00

**Dressing Rooms**

BOB BURTON CENTER FOR PERFORMING ARTS has three dressing rooms that are included in the base rental cost. The green room is not to be used as a dressing room. The use of the green room is included in the base cost of the rental, but may only be used when not being used as a classroom. No food or drink, except water, is allowed in the green room.

**Seating**

The Americans with Disabilities Act requires that 16 (8 Wheelchair & 8 Companion) seats be held for wheelchair use and companion seats. These seats will be released for sale ten (10) minutes prior to the performance.

The theater has a seating capacity of 532 seats plus the 8 wheelchair seating spots. Please do not oversell your show or we will be required to turn people away and delay the start of the show until the house is to the set limit.

**Security**

The BOB BURTON CENTER FOR PERFORMING ARTS reserves the right to require security personnel at your event. The security shall be from an approved security vendor or the BOB BURTON CENTER FOR PERFORMING ARTS can provide security personnel for your event at cost plus 10%. The Theater Operations Technician will have control over the number of personnel required and where they are positioned.

**Sound Pressure Levels (SPL)**

Due to the potential volume levels available with our FOH system and any system that may come into the building with a show, the BOB BURTON CENTER FOR PERFORMING ARTS has adopted a very strict policy regarding SPL. The following maximum dB level restrictions have been set for the protection of our audience members, crew, and artists. At no time shall the maximum A-weighted SPL ever reach above 96dB at the Center of House in Row "H." The Maximum SPL also shall not be higher than 96dB at the working positions of any crew on stage. The Theater reserves the right to direct its Head Audio Engineer or his/her designee to reduce system levels to remain within acceptable SPLs.

**Music Rights:**

The client represents and warrants that all copyrighted material will be performed or produced with the express permission from the copyright owner, that the appropriate license fees have been paid to such licensing agencies (i.e. ASCAP, BMI), and when necessary, intellectual or creative property use authorizations have been obtained. Copies of said agreements are required to be with the client at all times and available to show compliance of copyright laws upon request.

**Catering/Concession Sales**

Health Code permits that only food that has been prepared in a professional, commercially licensed kitchen be served at the BOB BURTON CENTER FOR PERFORMING ARTS. All concessions must be sold outside of the theater as no food or drink is allowed inside the theater.

4/19/2012

Page d of 10

Rev. 3

## **Liability Insurance**

The renter shall at all times during the use of the BOB BURTON CENTER FOR PERFORMING ARTS maintain in full force comprehensive, general liability insurance covering potential loss or damage which may result from fire, theft, vandalism, or negligence during the use of this facility. Such insurance shall be in the face amount of not less than \$1,000,000.00 (one million dollars) combined single limit (personal injury, bodily injury, and property damage). The Bob Burton Center for the Performing Arts Center and Fallbrook Union High School District require a certificate of insurance and a separate Endorsement of insurance naming FUHSD as additionally insured.

Renter Agrees to indemnify and hold harmless the Fallbrook Union High School District (FUHSD), its officers, agents, and employees, against any and all loss, damage, and/or liability including to but not limited to personal injury, bodily injury, accident, illness or death or any loss to damage to property and liability that may be suffered or incurred by the school district, its officers, agents, and employees, and against any and all claims, demands, cause of actions or credits, obligations, judgments, suits, attorneys' fees, costs, and expenses that may be made or brought against the FUHSD, its officers, agents, and employees, caused by, arising out of, or in any way connected with the use by renter of the FUHSD facility or the exercise of the privilege herein granted. Renter further agrees to be the contact person to insure that his/her organization promptly reimburses FUHSD for any damage sustained by the school premises, furniture, or equipment because of the use or occupancy of said premises by his/her organization and to abide by and enforce the rules, regulations, and policies of the Fallbrook Union High School District governing use of school facilities and equipment, according to the State of California.

## **Cancellations**

In the event the renter cancels, the following payment schedule will apply. Renter will be responsible for the portions of the total estimated charges as stated below.

- Within 9 weeks of event – 25% of total estimated charges.\*
- Within 6 weeks of event – 40% of total estimated charges.\*
- Within 4 weeks of event – 50% of total estimated charges.\*
- Within 2 weeks of event – 75% of total estimated charges.\*
- Within 1 week of event - 100% of total estimated charges.\*

\* or \$500.00, whichever is more.

## **Removal of Property**

Any property left by the client after the strike of the show, in either the theater or adjacent areas, may, at the decision of the theater, be moved, placed in storage or disposed of at the expense of the client. Any equipment left in the facility after fifteen (15) days may become the property of the theater or disposed or sold at the discretion of the theater.

## **Release From Liability**

The BOB BURTON CENTER FOR PERFORMING ARTS assumes no responsibility whatsoever for any property placed in the BOB BURTON CENTER FOR PERFORMING ARTS or elsewhere on the campus. The BOB BURTON CENTER FOR PERFORMING ARTS is expressly released and discharged from any and all liabilities for any loss, injury, or damage to a person or property that may be sustained by reason of occupancy and use of the space under this agreement, provided the loss, injury, or damage is not the result of gross negligence by the BOB BURTON CENTER FOR PERFORMING ARTS, and then only in a manner and to the extent provided by the California Tort Claims Act.

## **Public Safety**

Client agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon and agrees to cooperate and work closely with the BOB BURTON CENTER FOR PERFORMING ARTS Theater Operations Technician.

## **Ingress/Egress**

All articles, exhibits, fixtures, materials, displays, staging, lighting, and sound equipment of the client shall be brought in or out of the facility at entrances designated by the BOB BURTON CENTER FOR PERFORMING ARTS Theater Operations Technician only. Client shall keep aisles, corridors, passages, elevators, stairways and fire curtain free and clear of all obstructions and shall not use these areas except for egress and ingress.

## **Hazards**

No equipment, device, or fixture may be used which, in the opinion of the theater's Theater Operations Technician, endangers the safety or structural integrity of the BOB BURTON CENTER FOR PERFORMING ARTS or its occupants. Client may not operate any engine, motor, machinery, or use gasoline or any other flammable liquid in the BOB BURTON CENTER FOR PERFORMING ARTS. All electrical connections shall be made under the direction of qualified staff approved by the BOB BURTON CENTER FOR PERFORMING ARTS. All equipment brought into the theater may be inspected for safety violations, and the BOB BURTON CENTER FOR PERFORMING ARTS Theater Operations Technician will have final authority for approval and use of such equipment.

## **Alterations and Decorations**

Client shall not injure, mar, or in any way deface the BOB BURTON CENTER FOR PERFORMING ARTS and shall not cause or permit anything to be done whereby the BOB BURTON CENTER FOR PERFORMING ARTS shall be marred, defaced, or injured. Client will not drive nails, hooks, screws, or tacks into any part of the premises or furnishings located therein or apply tape or other materials to the walls or permit others to do so. Client shall be responsible for any damages to the BOB BURTON CENTER FOR PERFORMING ARTS.

## **Backstage**

No unauthorized persons will be allowed backstage during a performance. Only members of the performing company, BOB BURTON CENTER FOR PERFORMING ARTS staff, and Client staff will be permitted backstage.

## **BOB BURTON CENTER FOR PERFORMING ARTS Endorsement**

Approval for use of the BOB BURTON CENTER FOR PERFORMING ARTS does not mean the Center in any way supports, sanctions, endorses, or agrees with the policy or activities of the client.

## **Seating and Occupancy Limits**

Persons are not permitted inside the BOB BURTON CENTER FOR PERFORMING ARTS in excess of the seating or occupancy limits established for the space. Under no circumstances is the client allowed occupancy in excess of the seating or occupancy limits established for the space.

## **Force Majeure**

In the event that any rental contract by either party shall be prevented by force majeure including but not limited to, act of God, storm, fire, the acts or regulations of governmental agencies or public authorities or labor unions, labor difficulties, lockout, strike, civil disobedience, war, riot, fuel or power shortage, air raid alarm, air raid, act of public enemy, or epidemic, the parties shall be respectively relieved of their obligations under the contract and there shall be no claim for damages by either party against the other. Any costs incurred by BOB BURTON CENTER FOR PERFORMING ARTS on the behalf of the renter, however, shall be the responsibility of the renter.

## **Summary of Standard Charges**

Summary of standard charges that will be estimated before event:

- Hourly Rental Charge
- Electrical Surcharge
- Hourly Charge for Personnel
- Charges for Rental Equipment
- Facility Improvement Fee

Summary of charges that may apply after the event:

- Fees assessed for damage or additional clean-up
- Additional equipment used
- Additional Theater use & electrical surcharge
- Additional personnel time
- Any expendable materials (i.e. Gaff, Spike, Tie-Line, Gels, etc.)

## THEATER GENERAL RULES

1. Theater manager will mandate the minimum amount of crew needed for client's show due to safety reasons.
2. Please remember when booking the theater to think about all the call times you will need. Late added calls or changes to calls cannot always be made. Also late added calls will usually incur overtime expenses as well.
3. Theater staff must do any and all rigging required for your event. Rigging is highly dangerous and for safety and insurance reasons must be done by theater staff. (Exception is high point rigging which must be contracted out separately and approved by BOB BURTON CENTER FOR PERFORMING ARTS.)
4. There is no painting on the stage. Please be aware of this when building your sets and during load in. Painting in the shop must be pre-approved by theater management.
5. The Theater Operations Technician must approve any crew running sound or lighting before they are allowed into the tech booth.
6. If used, follow spot position must be manned by at least one (1) staff member for safety reasons.
7. Please be aware the theater will need to be locked during the time the staff takes its lunch, as the Theater Operations Technician must be in the theater when you are in the theater. It is best to arrange a time for your crew to take a lunch at the same time as the theater crew.
8. Staff will bring the theater to house plot and restore theater after the show strike, in preparation for the next client. (Charged to client: actual hours required to restore house.)
9. Client will be invoiced for, or need to replace, all expendable materials used. (i.e. Gels, Tapes, Tie-Line, Wire Rope etc.)
10. All cast and crew need to enter the theater from the back doors of the theater. Theater back doors will open at the agreed upon call time. Also, students and parents will not be allowed into the theater until the individual in charge has arrived.
11. Please do not expect to be let into the theater before your contracted time. Staff is in the theater beforehand to do pre-event checks and make sure the center is prepared before client arrives.
12. Foyer bathrooms are not for use during rehearsals.
13. No rosin is to be used on the stage or in the facility.
14. Shoes are required on stage at all times.
15. No glass or flame is allowed on stage. Please keep any food items to easy cleanup items. Please limit liquids to water only. (Please get Theater Operations Technician's approval)
16. Directions from all house staff must be followed.



**BOB BURTON**  
**CENTER FOR THE PERFORMING ARTS**  
**Client Call Times**

**Client:**  
**Contact:**  
**Phone:**

<b>DATE</b>	<b>CALL TIME</b>	<b>START TIME</b>	<b>END TIME</b>	<b>EXIT FACILITY</b>

**BOB BURTON**  
**CENTER FOR THE PERFORMING ARTS**

I \_\_\_\_\_ have read the “BOB BURTON CENTER FOR THE PERFORMING ARTS Fee Schedule and Rental Policies” Revision 3. I understand the Fee Schedule and Rental Policies for the Center. I understand that the \$500.00 Deposit is non refundable and that it will be applied to any balance due for the rental of the facility. *I am authorized on behalf of the applicant/organization to sign this application for the use of FUHSD facilities and thereby obligate applicant for any fees or charges.*

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**Client Info:**

**Organization:**

**Contact Person:**

**Phone Number:**

**Fax Number:**

**Mailing Address:**