

USER GUIDE

NOTE: The District reserves the right to change any part of this User Guide at any time without notice. User's Agreement will be based on the version of the User Guide, or portion therein, in effect at the time the Agreement is fully executed for an event and the initial deposit is received by the District.



To Our Community Partners:

Thank you for your interest in the Santa Clarita Performing Arts Center at College of the Canyons. This detailed User Guide has been revised to help you understand and access the Center and its services.

Originally designed as a facility for academic use, the size of the seating area was expanded thanks to additional funding provided by the City of Santa Clarita. This allowed the complex to seat more community members for each performance. As you are aware, the Center's programming includes academic, professional and community arts organizations.

We sincerely thank the leaders in the California Community Colleges Chancellor's Office, the Board of Trustees of the Santa Clarita Community College District and the City of Santa Clarita who have provided me and my staff with the support that enabled us to build a first-class performing arts center and make it a reality in the Santa Clarita Valley.

Whether you enter the Center as an artist performing on the stage or a member of the audience, we hope you enjoy your experience and come back often! And, if you have input as to how this User Guide can be made more useful, please send the ideas our way.

Warm Regards,

Dr. Dianne Van Hook

Dr. Dianne S. Var Horls

Chancellor

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INTRODUCTION

The Santa Clarita Community College District (District), College of the Canyons (COC), is pleased that you are considering using the Santa Clarita Performing Arts Center at College of the Canyons (PAC) for your event. This User Guide provides basic information about the use of the PAC for organizations (User) that are not presented by the District. Once you have had the opportunity to review this User Guide, please call the Managing Director with any other questions you may have. The staff of the PAC looks forward to working with you to help ensure a successful event for your organization.

Use of all District facilities is governed by the California Education Code Section 83537, District Board Policy No. 719 (copy included in User Guide under, "User Classification and Definition"), and related administrative regulations. This User Guide is intended to provide an overview of these sections and policy but shall not be assumed to supersede same.

Opening its doors for the first time in October 2004, the PAC includes a Main Stage Theatre and performing arts complex. The original idea for a performing arts center dates back to the District's original Master Plan in 1969. In 1999, the District was finally able to secure State funding for a home for its performing arts programs. A unique opportunity for partnership between the City of Santa Clarita and the District resulted in an agreement that allowed the District to expand the proposed seating capacity to its present 886 seat size. Shortly thereafter, the groundbreaking and construction of the facility commenced. The present facility provides a spectacular home for academic, college, city, community, commercial, and private performing arts events.

The PAC is a two-theatre complex. The facility features a Main Stage Theatre with orchestra pit and a maximum seating capacity of 886 seats, a flexible Black Box Theatre seating between 50 and 125 depending on the staging and seating configuration, 2 choral dressing rooms, a Green Room, theatre lobbies as well as the District's set construction and costume construction shops.

Main Stage Theatre

The Main Stage Theatre is used primarily for:

- District events including Performing Arts Department productions and professional productions through COC Presents.
- City of Santa Clarita events including community nonprofit arts organizations, public meetings and forums
- Rental use by other organizations for performances/events.

Black Box Theatre

The Black Box Theatre is one of the busiest spaces on the campus and is the primary home for the COC's Theatre Arts Department. It is used for:

- Theatre Department classes, rehearsals and related events.
- Music and Dance Department rehearsals and recitals.
- Small presentations by other COC departments.

The set and costume shops are used to construct sets and costumes for District productions and to hold classes and workshops associated with all aspects of design and construction for the theatre.

Details about the size of the stage and equipment in the theatre can be found in the Technical Specifications manual that is available by request from the Managing Director or online at www.canyonspac.com

USER CLASSIFICATION AND DEFINITION CIVIC CENTER USE OF DISTRICT FACILITIES POLICY

In order to determine eligibility and fees, User classification must be determined using descriptions, which are derived from State statute, and as are delineated in paragraph 719.6 in the Civic Center Use of District Facilities, Policy 719 below:

719. CIVIC CENTER USE OF DISTRICT FACILITIES

General Statement

The District may grant permission for the use of buildings and facilities to groups that qualify under the terms of the Civic Center Act (Education Code Section 82537) when application is made per administrative procedures, provided it does not interfere with the use of buildings or groups for regular college purposes.

719.1 Community Access

- A. The Board of Trustees shall make campus facilities and grounds under its jurisdiction available as a Civic Center to the citizens, approved organized youth groups, farmers' organizations, school-community advisory councils, senior citizens' organizations, clubs and associations formed for recreational, educational, political, economic, artistic or moral activities where they may engage in supervised activities, and where they may meet and discuss, from time to time, as they may desire, any subjects and questions which in their judgment pertain to the educational, political, economic, artistic and moral interests of the citizens of the communities in which they reside.
- B. The District may also authorize the use, by citizens and organizations, of any other properties under its control, for supervised recreational activities.
- C. The district may grant the use of college facilities or grounds for public, literacy, scientific, recreational, educational or public agency meetings, or for the discussion of matters of general or public interest upon terms and conditions which it deems proper, and subject to the limitations, requirements and restrictions set forth in this policy and accompanying administrative procedures.

719.2 Parameters of Access

The programs offered on any college premises shall at no time contain any matter which might tend to cause a breach of the peace, or be of a nature which composes revolutionary doctrine of rebellious expression or which advocates change by violence or unlawful methods.

The use of the facility and grounds for any meeting is subject to reasonable rules and regulations prescribed by the district and shall not interfere with the use and occupancy of the community college facilities and grounds as is required for the purpose of the college.

719.3 Non Acceptable Uses

The following activities are determined non-acceptable uses and will not be allowed to occur in facilities at College of the Canyons.

- A. Any use by an individual or group for the commission of any crime or act prohibited by law.
- B. Any use of college facilities or grounds which is inconsistent with their college purposes or which interfere with the regular conduct/business of the District.
- C. Any use which is discriminatory in the legal sense.
- D. Any use which involved the unlawful possession, consumption or sale of alcoholic beverages or any restricted substances on college property.

719.4 Access by the Public

No use shall be granted in a manner that constitutes a monopoly for the benefit of any person or organization.

719.5 User Classification and Fee Structure

A. <u>Direct Cost Classification for Use of Facility</u>

Per Education Code Sections 82537 and 82542, the following groups and activities have been classified as acceptable "direct cost" users:

- 1. Students clubs, organizations, approved organized youth groups and school-community advisory councils.
- 2. Fundraising entertainment or meetings where admission fees charged or contributions solicited are expended for the benefit of the students of the District.
- Organizations, clubs or associations organized for cultural and senior citizens activities for general character-building and/or benefit purposes, when membership dues or contributions solely for the support of the organizations, club, or association, or the advancement of its cultural character building or benefit work, are accepted.

Meetings must be exclusively open to the public. If additional services as specified in Administrative Procedures are required, the direct costs of such services shall be charged.

B. Fair Rental Classification for Use of the Facility

Per Education Code Sections 82537 and 82542, the following groups and activities have been classified as acceptable "fair rental value" users:

Any church or religious organization for the conduct of religious services for temporary periods where the church or organization has no suitable meeting place for the conduct of these services upon the terms and conditions as the Board deems proper, and subject to the limitations, requirements and restrictions set forth in this article.

Any group sponsoring an entertainment or meetings where admission fees are charged or contributions are solicited which are not expended for the benefit of the students of the District or for District-approved non-profit community groups or organizations.

Any organization whose use of the facilities or grounds is strictly for commercial purposes.

C. Fees

In accordance with Education code Section 82537, 82542, 82544 and 82548, a fee schedule will be established by the Board of Trustees, reviewed annually by the Director of Facilities Planning, and modifications made as appropriate.

As used in this section "Direct Costs" to the District for the use of college facilities or grounds means those costs of supplies, utilities, janitorial services, services of any other

District employees, and salaries paid District employees necessitated by the external entities use of the college facilities and grounds.

As used in this section, "Fair Rental Value" means the direct costs to the District plus amortized costs of the college facilities or grounds. Salaries of personnel required to operate, maintain and supervise facilities as well as a factor for scheduled maintenance will be included in the base fees charged by the college for this classification of user unless the services are to be provided by the lessee. In this case, the user shall leave the facilities in the condition in which they were received.

Fees charged for the use of college facilities other than those indicated in the administrative procedures, will be determined on an individual basis by the Director of Facilities Planning based on their individual needs. Negotiated rates will be in conformance with Education Code Sections 82542 and 82544.

719.6 Mass Care and Welfare

The Board of Trustees may grant the use of college facilities, grounds, and equipment to public agencies, including the American Red Cross, for sheltering individuals during disasters or other emergencies affecting the public health and welfare, and may cooperate with these agencies in furnishing and maintaining services deemed by the Board to be necessary to meet the needs of the community.

719.7 Function Management and Oversight

The management, direction and control of the Civic Center are vested in the administration as designated by the Board of Trustees. Specifics of all aspects of management of said functions are specified in Administrative Procedures.

719.8 Implementation of Policy

Procedures/guidelines, which guide the implementation of Board Policy 6700, are included in Administrative Procedures/User's Guide to Civic Center use.

RENTAL APPLICATION / APPROVAL PROCESS

Engagement Date

User should contact the Managing Director as soon as its group has determined a preliminary date for the event. Always be prepared to have alternate dates available should your primary date be unavailable. No dates will be held until PAC Facilities Use Application has been reviewed by PAC staff to determine whether specific program can be accommodated on the given date.

Rental Application Process

User must complete and submit a PAC Facilities Use Application form (Application) and the nonrefundable application fee of \$250.00 for one day use and \$1,000.00 for multi day use to the Managing Director not less than thirty (30) working days prior to the date of the activity. Events requiring multiple days of use will require longer lead times to accommodate. The Application is located in the Appendix. Please make check payable the Santa Clarita Community College District.

Steps in Reserving the Facility

- 1. Review this User Guide thoroughly! It contains most of the information needed to consider whether the PAC is the right place for the type of event being planned. It also contains information needed to plan User's event prior to completion of an Application.
- 2. The "User Classification and Definition-Civic Center Use of District Facilities Policy" will assist User in determining under which category of use User's organization will be considered for use of the PAC.
- 3. Contact the Managing Director to see if the desired date(s) are available.
- 4. Complete an Application and submit it by mail or in-person with the appropriate nonrefundable Application fee to the Managing Director. Include any accompanying materials required and any other pertinent User organization information to:

Managing Director Santa Clarita Performing Arts Center College of the Canyons 26455 Rockwell Canyon Road Santa Clarita, CA 91355

- 5. The Managing Director will contact User to confirm receipt of Application and materials.
- 6. A PAC Estimated Cost of Engagement (Estimate) form will be prepared and sent to User for review. Preparation of the Estimate requires a fully completed Application including all technical details and requirements for User's production. User dates will remain on hold while the Managing Director develops the Estimate.
- 7. User will have five (5) business days following District's mailing of the Estimate to notify the Managing Director of acceptance. If the Managing Director is not notified by the User within the given timeframe, the dates will be released and the nonrefundable Application fee will be forfeited.
- 8. If the estimate is acceptable and User decides to go forward, a Theatre Facilities Use Agreement (Agreement) will be prepared for User signature. User will have seven (7) business days following District's mailing date of the Agreement to return the signed Agreement with a check payable to the Santa Clarita Community College District for the amount of the initial 25% deposit as stated on the front page of the Agreement.

Please note: date is not confirmed until a Theatre Facilities Use Agreement is fully executed (signed by both User and District) and 25% deposit has been paid.

Other Information about the Reservation Process

A short tour of the building to determine whether PAC is right for User's event can be arranged by contacting the Managing Director's office at 661-362-5305.

NOTE: Completion of the Application requires that User has completed a substantial amount of advance planning for its event. It is recommended that User share the Application form and this User Guide with its technical staff and other members of its organization who are working on the planning of User's event so User is prepared to complete the Application. User's request cannot move forward to the Estimate and final reservation phase if the Application is incomplete and all technical details and requirements are not provided. Lack of such information could result in User's date(s) being released.

The application/approval process has been developed to help User move forward as quickly as possible. District will make every effort to respond promptly to requests for additional information and complete its portion of the reservation process. If circumstances within the District result in a delay, User's date(s) will remain on hold until the Estimate and/or Agreement is provided to User by the Managing Director.

Priority of Date Availability

Priority of date availability is as follows:

- 1. COC instructional engagements and other District-related programs and activities
- 2. Contracted User, City of Santa Clarita including its designated users
- 3. Other contracted Users
- 4. Community organizations whose primary purpose is to serve youth or to improve the general welfare of the community and when no admission is charged, e.g., Boy/Girl Scouts, YMCA, YWCA, etc.
- 5. All other Users

Users may file a request for dates nine (9) months in advance of the date being requested, however District will not begin considering User dates until the academic calendar for that period is finalized. If more than one User applies for the same date, priority will go to the User who files a fully-completed Application with nonrefundable application fee first. COC programs are set based on the needs of the academic calendar. The academic calendar is typically completed by March 1. Contracted Users are typically accommodated by April 15.COC makes every effort to set its calendar as early as possible.

Approval Process

Once the COC academic calendar is finalized, acceptance or rejection of a User's request will be based upon availability subject to dates held for academic programming or other contractual obligations.

Additional considerations affecting approval of Application will be based on District's previous rental experience with a User. If, during a previous use any of the following occurred, future requests for use of District facilities may be limited or denied if User:

- failed to adhere to District's policies, rules, regulations and applicable laws, and/or;
- failed to make timely payments/settlements or issued a check that was not honored.

User's execution of the Agreement issued by the Managing Director and payment to Managing Director of User's deposit will confirm the User's reservation of the date(s) for the PAC.

Meetings/Tours for User Staff

To help User facilitate the production planning process, the following will be provided at no charge to the User:

- 1. Thirty minute, Pre-Application Tour for determination of use of PAC.
- 2. Thirty minute meeting with Technical Director to review technical needs of the engagement after completion and submission of Application by User.
- 3. Thirty minute meeting with Managing Director to review Estimate and Agreement.
- 4. Thirty minute Final Production Meeting with Technical Director and applicable theatre staff, as determined by Theatre Manager, one (1) week prior to production.

5. Thirty-minute tour of facility by a staff member for the purpose of familiarizing User's production team and volunteers with the basic facility layout.

All tours and meetings will be set at a mutually agreed upon time. To best facilitate these meetings, User will please:

- 1. Make your meeting request with as much advance notice as possible.
- 2. Be sure that all of your team involved in decision-making can be present from the beginning through the end of the meeting.
- 3. Review this User Guide and the Technical Specifications for the theatre carefully. Distribute them for review to your staff and volunteers who may have questions about the building, technical capabilities or types of use.
- 4. Have all of your questions ready. If you are able to submit a list of questions in advance, theatre staff will make every effort to have the answers for you when you arrive at the meeting.

Additional extended meetings, telephone conferences or email discussions will be charged to User at applicable hourly rate for staff member(s) involved.

USE THROUGH THE CITY OF SANTA CLARITA

The District and the City of Santa Clarita have a contractual arrangement to facilitate use of PAC through the City's Arts' Office.

Users who qualify as Community Users are eligible to receive special assistance from the City and the District. To find out more about this program and how to qualify, please contact Phil Lantis at 661-286-4011 or via email at plantis@santa-clarita.com.

DEPOSITS/PAYMENT STRUCTURE/SETTLEMENT Deposits/Fees

Deposits/Fees are required as follows:

- A nonrefundable Fee of \$250.00 for a one night rental and \$1,000.00 for a multi-day rental will accompany the Application.
- Twenty-five Percent (25%) of the estimated costs is due upon User's signing and submission of the Agreement to the Managing Director.
- The remaining Seventy-Five Percent (75%) of the estimated costs less the initial nonrefundable fee (\$250.00 or \$1,000.00) sent with the application is due no later than 10 business days prior to the first date of the engagement.

All deposits must be received by the District prior to User's use of PAC. The District reserves the right, at its sole discretion, to adjust the above deposit timeline.

Method of Payment

Payments may be made with a cashier's check or a business check made payable to the Santa Clarita Community College District. A personal check will not be accepted.

In the event of a returned check, a twenty-five dollar (\$25.00) returned check fee will be assessed. The replacement check, in the form of a cashier's check, including the \$25.00 fee will be due within two (2) business days of notification to User by District. Any and all future payments from the User must be in the form of a cashier's check. Failure to submit a replacement check in the time frame required will result in cancellation of the engagement by the District.

Event Settlement

A Settlement Statement will include costs incurred by the District on behalf of the User. These costs may include, but not be limited to:

- Salaries of District staff involved in pre-production, planning and accounting for the engagement.
- Payments to production personnel contracted for the event.
- Box Office charges, if User contracts for District Box Office services.
- Irrevocable, contracted future expenses, e.g., rental of specific equipment.
- Any other chargeable expenses based on the User's category.

The Managing Director will prepare a Settlement Statement which will include, but not be limited to, the total costs of the User's engagement, all deposits made by User in connection with engagement and ticket revenues received by the District for the User's engagement.

In the event the deposit(s) and revenue covers the direct costs, including direct costs, charged/ incurred by the District and there is an unused balance, such balance will be reflected on the Settlement Statement. District will make the appropriate payment within fifteen (15) business days after District's receipt of User's written acceptance of Settlement Statement.

In the event the deposit(s) and revenues do not cover the total costs, including direct costs, charged/incurred by the District, User will be invoiced for the difference between the deposit and revenue amounts and the amount of the costs, including direct costs charged/incurred by the District, as reflected on the Settlement Statement. Payment of any costs not covered by the deposit(s) and revenues will be due to the District within fifteen (15) business days of the date of District mailing Settlement Statement to User.

Refundable Deposit

Deposits (not including the nonrefundable Application Fee) are fully refundable up to ninety (90) days prior to the date of the first engagement less any direct costs incurred by the District related to the engagement. District will make the appropriate refund within fifteen (15) business days after User's written acceptance of Settlement Statement. Between ninety (90) days and fifteen (15) business days prior to the engagement, deposits (not including the nonrefundable Application Fee) are fifty percent (50%) refundable. Any cancellation less than fifteen (15) business days prior to the engagement requires full payment of all estimated labor costs.

In the event the deposit does not cover the direct costs incurred by the District, User will be invoiced for the difference between the deposit amount and the amount of the direct costs as reflected on the Settlement Statement. Payment of any costs not covered by the deposit will be due to the District within ten (10) business days of date of District mailing Settlement Statement to User. Direct costs may include any staff time specifically allotted to User above and beyond what is detailed on page 10, supplies, box office charges and any marketing materials that may have been produced.

Non-Refundable Deposit

Deposits are non-refundable when less than ninety (90) days remain prior to date of the first engagement. In the event the deposit does not cover the direct costs incurred by the District, User will be invoiced for the difference between the deposit amount and the amount of the direct costs, such costs will be shown on the "Settlement Statement". Payment of any costs not covered by the deposit is due to the District within ten (10) business days of date of District mailing Settlement Statement to User.

Delivery of Payments

All payments by User shall be payable to Santa Clarita Community College District and shall be delivered to:

Managing Director Santa Clarita Performing Arts Center College of the Canyons

CANCELLATION OF ENGAGEMENT

In the event a User is not able to proceed with the engagement as contracted, it is the User's responsibility to:

- Notify Managing Director verbally and in writing as soon as User determines it will be unable to proceed with the engagement.
- Notify all patrons of the cancellation as quickly as possible, but no later than seventy-two (72) business
 hours after notification to the District. If ticket sales are being handled by District's Box Office, a list of
 ticket buyers will be provided to User upon notification to the Managing Director of the cancellation.
- Coordinate all public notices and press releases with the PAC Managing Director and the District Communication Office (PIO). In this way, the District can direct questions to appropriate parties and have the correct information on file.

Deposit Retention

Refer to "Deposits/Payment Structure/Settlement" section of User Guide for information regarding the handling of deposits.

USE OF FACILITIES

Rental of Main Stage

Note: Facilities are, at all times, a multiuse complex including use for classes. No exclusive use of hallways, restrooms or classroom space should be assumed.

District reserves the right to have a table display in the lobby in a prominent location for its programs and upcoming events.

- 1. Rental of the Main Stage includes:
 - a. Theatre Stage and side stages
 - b. Theatre Lobbies
 - c. Patio
 - d. Theatre Auditorium Seating (886 total capacity; 15 ADA accessible)
 - e. PAC Auxiliary Box Office (equipment is not included)
 - f. Two Choral Dressing Rooms (Seating up to 16 persons in each) including lockers without locks adjacent to the rest rooms.
 - g. Green Room (if there is not concurrent use of the facility)
 - h. Lighting/Sound Booths and available equipment
 - i. All connecting hallways
 - j. Access pathway eight (8) feet wide through the shop to the stage from loading dock for the purpose of loading and unloading theatrical equipment, sets and costumes
- 2. In the event additional Dressing Space is desired:
 - a. Locker Rooms in Pico Canyon Hall (if available) may be rented.
 - b. Arrangements to rent a nearby parking lot for use for User-provided dressing room trailers or tent(s) may be possible.

The PAC includes Dressing Room space adequate for a total company of thirty-two (32) performers (two dressing areas which seat sixteen persons in each). If there is no other concurrent use of the facility, the Green Room or Black Box theatre may also be utilized as dressing/performance preparation areas for an additional 20-30 performers. The Green Room and Black Box theatre are not private or lockable and have no running water or bathrooms. There are no chairs, dressing tables or mirrors in either location.

Optional Areas (At Additional Cost)

If User has needs that require use of other areas of the PAC or the District (such as classroom space), User can notify the Managing Director of its specific needs and the time periods required. Managing Director will assist User, or direct User to the correct person, to assist with rental costs and availability of specific areas.

Facility Access Restrictions

The District reserves the right to restrict access to rent the PAC at any time for any of the following:

- 1. Is not a regular, open operating day or time period for the District.
- 2. It is determined that there would be a conflict that would diminish the quality of use for the prospective User or other activities already scheduled for the PAC.
- 3. The District cannot provide appropriate security, custodial, technical or Front of House staffing to assure a safe, clean and properly managed event.

If the User accepts the use of a reduced portion of the facility, User acknowledges the possibility of concurrent use and understands that there will be no fee reduction.

Hours of Access

Facilities will be available to User only at times specified in the Agreement. Time for rehearsal, decorating, or any other use will be at the prevailing rate. Any use of the Performing Arts Center not included in the Agreement, such as early load-in, etc. will result in extra charges.

Deliveries

The loading dock is for scheduled deliveries only. All deliveries must be scheduled with the Technical Director.

Minor Children-User Personnel Requirements

In the event minors are participating in the program, the User shall provide adult monitors at a ratio of one (1) per ten (10) minors. All adult monitors will be required to wear District approved identification badges. The monitors' sole functions are as follows:

- a. Escorting minors to and from the stage.
- b. Monitoring minors in dressing areas.
- c. Accepting or releasing of minors from/to their parents or guardians.
- d. Serving as hallway monitors in backstage hallways to keep children quiet and behaved while entering or exiting the stage.

NOTE: Adult monitors cannot be assigned to any other functions during the use of the facility.

User shall provide adults to monitor doors on first and second floors of PAC's lobbies, the artist entrance and the stage level door from the auditorium. The adult monitors shall be familiar with the User group and be able to determine whether the person requesting access to dressing room/Green Room and other backstage areas is authorized by the User to be in those areas.

No Food or Drink in Auditorium and Backstage

There will be no food or drink (other than plain, unflavored bottled water) allowed in the auditorium or backstage. User shall notify all staff and volunteers, as well as members of the audience, of this policy and provide a responsible person from User's organization to support PAC House and Technical Staff in enforcing these rules should this become an issue with a patron, staff member or volunteer. Providing food and/or beverages other than bottled, unflavored water in Green Room, Dressing Areas and Lobbies requires prior approval of the Theatre Manager.

Table Set-Ups

The District has a limited number of tables and chairs for use in the lobby of PAC to accommodate check-in and reception service. Any request for tables must be made at least ten (10) days prior to the first date of use. User should provide volunteers or staff strong enough to set up and strike tables and chairs, including carrying them short distances from storage areas in PAC (such as the Green Room to the Lobby). User should provide table coverings if coverings are desired.

All table set ups must be done in accordance with fire and safety standards as well as provide maximum ease for audience entrance/exit and circulation in the lobby and on the patio. Tables must not block any access to entry/exit doors, fire extinguishers or building monitoring equipment.

Any table set up should be discussed with the Theatre Manager ten (10) days prior to the event. A diagram provided by the User is helpful for this process.

Receptions Accompanying the Performance

Receptions accompanying the performance are limited to the Lobby and Patio areas. Building use charges will be made from the time staff/volunteers/caterers arrive to set up the event. Cost for a PAC House Manager (or other similar level staff member) to be present will also be charged as appropriate. A charge for Standby Custodial Service will also be required (see Rate Sheet). Any carpet cleaning or other special cleaning required following a reception, such as wiping down of columns or walls, will be charged in addition to the Standby Custodial Service.

To reduce the chance for additional charges, all food served should be of a kind that is easily vacuumed from the carpet and all food and/or beverages served should be those that will not stain. Please discuss food and beverage choices with the Theatre Manager at least ten (10) days in advance of the event.

To allow the audience to be seated and ready for the performance in a timely manner, receptions should end thirty (30) minutes prior to the beginning of the performance.

Users must provide volunteers or staff at the front door to check-in reception guests, assure that they are properly ticketed for the performance and handle other questions from arriving audience members regarding access to the reception in progress.

If the Balcony is not being used for the performance, a private reception may be held in the Balcony Lobby until fifteen (15) minutes prior to the event start time. Standby Custodial Service is required if a reception is held, (see Rate Sheet).

Request for receptions should be made at the time of the original Application and must be confirmed at the time of the execution of the Agreement. Receptions between matinee and evening performances may not always be possible.

Decoration/Displays in Lobby/Patio

All decorations/displays must be approved in advance by the Theatre Manager. All items should be self-supporting and sturdy enough to withstand wind, if outside, as well as patron traffic within a crowded lobby. No items may be taped, stapled, pinned or tacked to the walls, columns, railings or carpet. Set up time for decorations/displays in lobby (ies) will be charged in the same manner as reception (see above).

All decoration/display set up must be done in accordance with fire and safety standards as well as provide maximum ease for audience entrance/exit and circulation in the lobby and on the patio. Decoration/displays must not block any access to entry/exit doors, fire extinguishers or building monitoring equipment.

Any decoration/display set up should be discussed with the Theatre Manager ten (10) days prior to the event. A diagram provided by the User is helpful for this process.

User will be required to take down and store, at User's expense, all decorations/displays off-site should there be another event in PAC at a time not rented by the User.

Other:

Maximum Capacity of Facility

The total capacity for inside the auditorium is 977. This limit applies to patrons, cast, crew and ushers.

Rent During Advance Set-Up (Prior To User Arrival)

In order to maintain an effective calendar for the theatre and to set up User events in the most timely and cost efficient manner possible for the User, event set up/strike or other technical work may be done on a schedule set by the Technical Director that is other than the times requested by the User. User will be notified of event set up times that may occur outside of regular rental hours and have the opportunity to be present during these periods. User will be charged rental and labor charges for these time periods. Set up/strike or other work completed at alternate time periods will only be done if it would result in the same charges or a savings of charges to the User.

User Staff Required To Be Present During All Rental Periods

To facilitate arrival and departure of User's participants, a designated representative from the User's Organization must be present in the theatre during all periods of rental when User's performers, technical staff or other support staff or volunteers are in the building. The representative selected by the User must have the ability to authorize decisions regarding early arrival, late departure and all other items that may have a financial impact on the engagement for the User.

Inspection for Damage to District Property

Prior to, and immediately following the event, an authorized representative from both the District and the User shall conduct a visual inspection of the area(s) used to determine existing conditions and to note any damage, unusual "wear and tear," or situations requiring extra labor on the part of the District staff directly attributable to the User. If the premises and/or equipment are found damaged, abused or dirty after use, the User shall be financially responsible for clean-up and rectifying such damage and/or abuse and returning premises and/or equipment to the condition it was at the time it was delivered to User. An additional charge for cleaning and/or repair will be billed to User. Cleaning and/or repair will be coordinated with other facility use and may result in additional surcharges if required on off-hours, weekends or holidays.

District property must be protected from damage and mistreatment, and ordinary precautions of cleanliness shall be maintained. At the end of the event, User shall be responsible for returning to its proper place any furniture or equipment which has been moved.

Any removal of District fixtures or other damage to the District property including, but not limited to, unbolting, unscrewing, defacing, painting or other damaging of District facilities is strictly prohibited and may subject User to a fine, repair charges, and/or termination of use or occupancy of District property.

In the event of damage to property or equipment, the User shall notify the District representative as soon as possible.

BASIC PERSONNEL REQUIREMENTS

Supervision

Use of District facilities shall be under the supervision of an authorized representative of the District who will open the facilities upon presentation of the User's copy of Agreement.

There shall always be a District-authorized employee on duty when District facilities are being used by outside groups. The District, in its sole discretion, shall determine if more than one (1) employee is required to ensure safety, security, etc. It shall be the duty of this employee(s) to see that these policies, procedures, rules, regulations and applicable laws are enforced and to report any violations or attempted violations to the District administration. Whenever the District believes that these policies, procedures, rules, regulations and applicable laws have been violated, it may revoke such permit or permits as have been given to the User and may refuse to grant additional permits.

Note: User shall offer no gratuities to District personnel nor shall District personnel accept gratuities from User.

Required Staff/Crew

The District, in its sole discretion, shall determine the number and type of paid staff required to implement the User's event in a safe and friendly environment. The determination of staffing required is based on the type of event, its technical and Front of House requirements, security, custodial and engineering needs. The Theatre Manager, House Manager and Technical Director are required for all events.

Other categories of District and PAC staff/crew that may be required to support an event in the PAC include, but are not limited to: Master Electrician, Master Audio Engineer, Stage Manager, Backstage Supervisor, Master Flyman, Spotlight Operators, Stage Crew, Loaders, Security Officers, Building Engineers and Custodial Staff.

Rates for all staff are listed on the Rate Sheets (see Appendix). The number and type of paid staff/crew required by the District will be detailed in User's Estimate of Cost of Engagement.

Front of House Staff

The Performing Arts Center will provide volunteer ushers and ticket takers for the event at no additional cost. These volunteers have been trained in the following areas:

- basic Front of House procedures for all productions at the Performing Arts Center;
- seating audience members in the most efficient manner possible;
- knowledge of the evacuation routes in case of emergency.

Users who have volunteers who regularly usher for User's productions in other venues are welcome to work as Greeters. If User would like its own volunteers to supplement the PAC's volunteers, User volunteers must attend a regular usher training session and sign appropriate waivers (sample in Appendix) and be required to adhere to the dress code.

Crew Calls

All crew calls are a minimum of four (4) hours per call per crew member. A "crew member" is any paid person supporting the event. A "call" is defined as the time period during any day in which the crew member is working on behalf of the User's event. This may include preparation and strike of stage area, building and equipment, actual rehearsal and performance time.

Time is charged in one-half ($\frac{1}{2}$) hour increments. An overtime rate, time and one-half of the hourly rate, will be charged for each hour over eight (8) in a single day, more than forty (40) hours in one week, or all hours on a seventh consecutive day of crew member work. Any event cancellation which occurs less than fifteen (15)

business days prior to the engagement requires full payment of all estimated labor costs. Pay rates for crew members are listed in the Rate Sheets (see Appendix).

1. Crew Breaks

Breaks during the work period will be given as required for each crew member supporting the User's event. The Technical Director will make best efforts to work with crew members to schedule these breaks in a manner that minimally impacts the schedule of User's event. Users planning rehearsals and performances should take these required breaks for crew members into consideration when determining the preliminary schedule for use of the PAC.

a. Meal Breaks

Crew members must be allowed one (1) hour for meals in each eight (8) hour day. This break must be scheduled at a mutually agreeable time during the course of the eight (8) hour period and may not be scheduled at the beginning or the end of the eight (8) hour day. If a full hour is not possible due to the needs of User's event, User may provide a break of less than sixty (60) minutes plus a hot meal consisting of a hot entrée, vegetable, salad, beverage and dessert. This should not be pizza or other fast food. Full hour meal breaks are not charged as labor. Meal breaks of less than sixty (60) minutes are charged as regular time as the crew member does not have the time to leave the campus to get a healthy prepared meal and return to work in time to begin the next part of the crew call.

b. Short Breaks

Each crew member will receive a fifteen (15) minute break (in addition to meal break) for each four (4) hours of consecutive work. This break must be scheduled at a mutually agreeable time during the course of the four (4) hour period and may not be scheduled at the beginning or the end of the four (4) hour day.

c. Breaks within Four Hour Minimum Call

If there is a break of more than two (2) hours within a four (4) hour period, the User will be charged for the full four (4) hours for the first service and begin a new four (4) hour call for the second service.

2. Maximum Length of a Work Day

To assure safe and effective operation of the PAC and its equipment, workdays should not exceed fifteen (15) hours for any single crew member.

3. Calls Extended Beyond Contracted Use Period

If the User desires to continue beyond the contracted end of any work period scheduled in the Agreement, the User must make arrangements with the Technical Director one (1) full day prior to the requested change. In order to provide adequate rest for the crew, changes in the contracted work period for one (1) day may impact future crew calls for current and/or future Users. The Technical Director will review the need and make a determination to allow or reject the requested change and its impact on the User's schedule based on the availability of the crew member(s), the availability of the facility as well as other factors.

If the change request is approved, User automatically accepts all additional charges for labor and facility use associated with the change. The Technical Director will inform the Managing Director of the changes and, in most cases, the additional charges will be added at the time of event settlement.

INSURANCE AND WAIVERS

The District requires the following insurance coverages for the use of the PAC. Certificate(s) of Insurance (see Appendix for a sample copy of a Certificate of Insurance) and Additional Insured Endorsements are to be obtained at User's expense and are required to be delivered to the District at the same time as the signed Agreement is returned.

User shall secure and maintain comprehensive general liability insurance with limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence with coverage for incidental contracts. User agrees to name the Santa Clarita Community College District and the College of the Canyons Foundation; their Board Members, Officers, Agents and Employees as Additional Insureds under said policy. Such insurance shall provide thirty (30) days prior written notice of cancellation, shall be primary and noncontributing and all insurers shall be admitted carriers in the State of California and have a Best Rating of "A" or better. Furthermore, all Users' insurance shall contain a waiver of subrogation against all Indemnified Parties, as defined below. User shall also secure and maintain: (i) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence, (ii) Worker's Compensation Insurance as required by statutory insurance requirement of the State of California. (iii) Automobile Liability covering all owned, non- owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000), and (iv) Accident/Medical Insurance coverage for any participants and/or volunteers not covered under Worker's Compensation with limits of not less than Twenty-Five Thousand Dollars (\$25,000) per occurrence for each event date as stated in this Agreement. User shall deliver Certificate(s) of Insurance, along with a copy of the Additional Insured Endorsement, to the District at the time the signed Agreement is returned.

Failure by the District to receive said Certificates two weeks prior to an event if it is held to benefit the College of the Canyons Foundation, and at least one week prior to any other event will result in the automatic termination of this Agreement and any rights of User to use the Center.

Accident Medical Insurance

User's workers' compensation insurance covers its employees in the event of accident/injury. However, User's volunteers typically are not covered under User's workers' compensation. To protect the District in the event of accident/injury to a volunteer, the District requires a User to obtain Accident Medical Insurance (iv) above.

Waivers

The District requires User's participants to sign a hold harmless waiver to protect the District (see Appendix for sample waivers). User is solely responsible for providing District with waivers for all participants.

FURNITURE / EQUIPMENT

District-owned equipment, tools, materials, or supplies of any nature that are not included for use by User in Agreement or Technical Specifications shall be off limits to User.

All additional property and/or equipment not owned by the District, but provided or rented by User must meet applicable city, county, state and federal safety requirements.

User shall not be permitted to remove or displace furniture or apparatus (including but not limited to lights, curtains, ceiling pieces, etc.) except with permission and under the supervision of the District representatives in charge.

PAC BOX OFFICE

Current Box Office Hours are 10 a.m.—5 p.m. Monday-Friday. The Box Office is open two hours prior to show time for Main Stage Events and closes thirty minutes after the start of the show. Box Office Hours are subject to change.

The Box Office is located in the north side of the PAC lobby with the ticket windows facing Rockwell Canyon Rd. User friendly signs can be seen from road and directional signs located throughout.

The District's PAC Box Office software offers multiple user friendly functions including allowing patrons to view the seating chart, select their seating from the seats available on line, and use Visa or MasterCard to pay. Patrons may purchase tickets on-line, over the phone or in person. Scanners are available for ticket takers and data of ticket sales can be captured.

Types of Box Office Services

There are several basic types of service. For each service, User may select from General Admission (festival style) or Reserved Seating. It is not possible to combine the types of seating for a single engagement. The following types of services are available:

- Full Service
- Partial Consignment
- Full Consignment

Please arrange a meeting with the Box Office Manager to discuss the different types of services (detailed below) including auxiliary options (detailed below) which will best suit your group's needs.

Full Service

Includes ticket sales through all Box Office sources (in person, by phone, and on the internet). Daily hours for telephone and in person are the same as for events presented by the District. Internet sales are available twenty-four (24) hours/day and seven (7) days each week. Please see the Rate Sheet in the appendix for costs of this service. At least, one supervisor and one ticket agent are required to staff the PAC Box Office for the day/night of the event.

Partial Consignment

It is possible to combine Full Service or Internet Only Services with a partial consignment sale. This service allows the User to have tickets sold simultaneously by their own organization and through the District's PAC Box Office.

If you select this option, a District Box Office Manager and at least one ticket agent must be on site for the day/night of the performance to handle any problems or questions that have occurred as a result of the sale through the District's PAC Box Office. In the event the engagement should be cancelled or prevented by either the User or the District, all refunds shall be conducted at the point of sale (District or User) for the account of the ticket holder.

Full Consignment

This service is for the User who wishes to sell its own tickets on PAC Box Office ticket stock and have all tickets on consignment. For this service, the Box Office will set the event up on the system and print tickets for the complete house. Tickets are signed out from the PAC Box Office and all funds are collected and held by the User. User must pay all set up and ticket printing charges by cashier's check at the time tickets are picked up from the Box Office or may pay by a business check twelve (12) business days in advance of pickup. Credit cards are not accepted for payment for User's Box Office charges. Tickets will be printed at the time of event set up.

Users Own Ticketing

Though strongly encouraged to have the PAC Box Office handle all ticketing, users that opt to handle own ticketing need to comply with the following standards and policies:

- User may print only the exact number of tickets for which there are seats in the house. There is no
 overprinting, printing of special passes or other auditorium entry mechanism that could create a situation
 where there would be more people holding tickets or other types of seating passes than there are seats
 in the theatre for User's event. Every person expecting to have a seat to view the performance should
 have a ticket for entry with them that is also available to show Ushers or Ticket Takers.
- Ticket Design To easily facilitate audience seating, User is asked to adhere to the following regarding ticket design and printing:

If printing a <u>Reserved Seat House</u>, User should work with the Box Office Manager to ensure that tickets correctly match the actual seating available in the theatre for the engagement and ensure that the following information appears on each half of all tickets:

- a) Performance Date
- b) Performance Time or other reference to specific performance
- c) Price
- d) Seating Section
- e) Row Letter
- f) Seat Number
- g) Venue Name and Logo

If printing a <u>General Admission House</u>, User should work with the Box Office Manager to ensure that the number of tickets printed does not exceed the number of seats available in the auditorium for User's performance and ensure that the following information appears on each half of **all** tickets:

- a) Performance Date
- b) Performance Time
- c) Venue Name and Logo

Note: A ticket seating map is included in this User Guide (see Appendix).

PAC Box Office Staff will not be present at the time of performance if this option is chosen. Ticket Takers will take the ticket from each patron at entry, tear ticket in half, keep one half for the House Manager's ticket count and return one half to the patron. The door count will be provided to the User with the House Manager's Door Count Report at the end of the evening.

User will provide a responsible person from within its organization to serve as a host/hostess to resolve any seating-related problems that may come up as a result of sale or printing of User's own tickets. That person will need to be available from the time the theatre opens to the public through intermission. This person should be thoroughly familiar with User's ticketing and be able to talk with User's box office staff to resolve any problems. As problems often occur while night of performance ticket sales are taking place, this should be someone in addition to User's ticket sellers.

User may utilize the two-window Rental Box Office. User should provide its own cash fund and non-electronic credit card processing equipment. Please note that there is no additional phone line outlet available in the Rental Box Office to accommodate electronic approval of credit card sales. There is no provision currently for installation of User's computers.

Please note: User is solely responsible for conforming to all applicable ADA laws relative to public assemble.

Other Box Office Information

Box Office Phone and Website

When using the District Box Office services to sell its tickets, User should list the following for its patrons to help facilitate their orders:

Online Sales: www.canyonsPAC.com PAC Box Office Telephone: 661-362-5304 PAC Box Office Order Fax: 661-362-5310

Mail Order Address:
Santa Clarita Performing Arts Center at College of the Canyons
PAC Box Office
26455 Rockwell Canyon Road
Santa Clarita, CA 91355
ATTN: Name of User's Event/Organization

Details, Policies and Standards of Service

All telephone and in person PAC Box Office services will take place during the regular business hours of the PAC Box Office. The PAC Box Office may be closed or have reduced hours during District holiday periods. Current PAC Box Office hours are posted on the website. PAC Box Office hours anticipated during the sale of User's engagement will be included in the Box Office Services Addendum to the Agreement. In the event of any change in PAC Box Office hours, the Box Office Manager will provide User with the pertinent details as soon as possible after it is known that the

hours will change. As internet sales are available when the PAC Box Office is closed, there is no reduction of fees in the event of a change in the PAC Box Office hours.

In general, it is the expectation of most patrons that the PAC Box Office policies, in terms of processing of orders, handling of customers and day/night of event service will be the same as for events presented by the District. User should expect to follow those policies unless alternate policies are agreed upon in advance of tickets being placed on sale. A copy of these policies can be obtained from the Box Office Manager.

For Full Service and Internet Sales, the District retains all ticket revenues until the final settlement In the event the engagement should be cancelled or prevented by either the User of the District, all refunds shall be conducted at the point of sale for the account of the ticket holder

The District can accept the following types of payments from patrons:

- Cash
- Credit cards MasterCard and Visa, with proper identification

User can elect to have a weekly ticket statement of sales emailed on a weekly basis. Please schedule a day and time for the report to be sent with the Box Office Manager. This report is provided to the primary User contact for the engagement or his/her designee via email. If there is no email, the report can be faxed. The week of the event, a daily sales report can be provided if elected. Any patron data collected, except credit card data, can be provided to User, at their request, as a part of this report.

If User wishes to charge an additional fee to patrons, User can arrange, in advance of the event, with the Box Office Manager, to set the fee in the ticketing system. User must make it clear in all marketing/advertisement to patrons that the additional fee has been added to the cost of the ticket at the User's request not the District.

In general, ticket sales can begin within seven (7) business days after receipt of a completed and executed Agreement, payment of the appropriate deposits and receipt of a fully-completed Ticket Authorization Form (see Appendix). In some cases, ticket sales may begin as early as seven (7) days following District's receipt of a fully completed Application and Ticket Authorization Form.

PUBLICITY & MARKETING

The Public Information Office manages the marketing and publicity for COC academic events and COC Presents events in the PAC.

Non-District Users presenting public performances in the PAC may be included in some of the District's marketing. Users may be charged fees for some marketing services. Inclusion in the District's marketing material is at the option of the Public Information office and the opportunity will vary with the type of marketing material produced by the District and the space available in the material.

District's permission to use its facilities does not constitute endorsement of, or connection to, the Users event. User shall make this clear at all times when communicating information about the event in news releases, advertising and other promotions.

Users of the PAC are responsible for promoting their own events and are required to submit all marketing materials to the Managing Director prior to publication. This is done to ensure venue is represented correctly. Any necessary changes will be returned to User by the end of three business days.

The following information must be included in all materials released by the User:

Name of Venue: Santa Clarita Performing Arts Center at College of the Canyons

(Not College of the Canyons Center for the Performing Arts or other incorrect

variations.)

Address of Venue: 26455 Rockwell Canyon Road

Santa Clarita, CA 91355

Website of Venue: www.canyonspac.com

Use of District and PAC Logos

Users of the PAC are required to use the official name of the PAC in all advertising materials, news releases, news interviews and other public references to the PAC.

Users creating marketing materials or publications related to an event in the PAC are required to include an approved PAC logo (licensed trademark). Approved artwork may be obtained from the Public Information office. All artwork and content must comply with U.S. Copyright and Trademark laws.

Users wishing to use the COC logo on materials or publications related to an event in the PAC must obtain permission for each specific use from the PAC Managing Director. Once permission has been granted, official logos will be provided in the desired printed or electronic format. No modifications, alterations or changes to the approved logo may be made without written permission of the District. Use of the District's/COC's logo without approval by the District is prohibited.

Posting of Literature, Signs, or Banners – Posting of any literature, signs, or banners advertising any oncampus event or program must receive prior approval by the Student Activities Department. Structures or signage may not be erected or assembled on District premises, nor may electrical, mechanical, or other equipment be brought thereon unless special approval has been obtained from the office issuing the permit. The User is responsible for removing any advertisement or handout material at the end of the event.

Marketing Services

Services provided to User may include:

- Listing on PAC website calendar (Website listing may also include active link to User's website).
- Day of event listing on District marquee. In general, the listing will be on the marquee two weeks prior
 to the date of the event. The Public Information office will determine the exact content and write the
 message. Sponsors cannot be listed on the marquee unless the COC Foundation or PAC benefit from

the sponsorship. The number of seconds of exposure per sequence rotation depends on the number of messages listed on any given day and will vary depending on the District's marketing needs. There is no expressed guarantee on the number of seconds provided or on the number of repetitions.

These listings may be scheduled by the Public Information office once the Agreement is fully executed. Both listings would include the following information:

- Name of event.
- Date of event.
- Time of event.

Inclusion in other District marketing materials may be available. These materials may include newspaper, magazine, broadcast, electronic or direct mail marketing and advertising. Any inclusion is subject to the needs as determined by the Public Information office. The Public Information office will determine the exact content, frequency, etc. Users of the PAC are charged fees for inclusion in District's marketing materials and marketing venues. Fees for nonprofit organizations are based on actual costs plus the hourly rate for the staff member's labor. For Profit organizations are charged costs plus a fair market rate for inclusion in District's marketing

Obtain details by contacting the Public Information office at pio@canyons.edu, or calling (661) 362-3415.

Deadlines and Regulations

- Deadlines for inclusion in all materials will be established by the Public Information office each year and provided to potential users by the Managing Director at the time the available dates are provided.
- Content can be added to the Performing Arts Center Website throughout the season.
- Advertisement and direct mail marketing will be established on a month-to-month basis by the Public Information office. See details above for deadlines.
- Files must be provided to the Public Information office in electronic form (Quark, Photoshop, MS-Word (text only).
- Artwork and content must comply with U.S. Copyright and Trademark laws. Photos require model releases from recognizable people and credit line for photographers.
- The Public Information office reserves the right to edit content submitted for space, accuracy, correct English usage and grammar.
- Use of the PAC logo and COC logo must be approved by the Public Information office. All marketing
 must be cleared by the Managing Director. The Public Information office will then respond to requests
 within two business days and will provide approved logos in electronic form.
- Use of District's facility does not constitute or create an endorsement of User or User's business, products or services, nor does it constitute or create a joint venture, partnership or landlord-tenant relationship between the District and the User.

For information, approvals and coordination of marketing and publicity please contact the Public Information office at (661) 362-3415, or pio@canyons.edu

CONCESSIONS FOOD, BEVERAGE AND MERCHANDISE

The District has exclusive rights for all food, beverage and merchandise sales in the PAC.

Food/Beverage Concession

The District reserves unto itself or its assigned agents, the sole right to sell or dispense food and beverages at the PAC. No food, beverage or any product may be sold, given away or otherwise distributed without prior approval of the Managing Director.

Concessions are available at no cost to or percentage of its profits to the user by the district or its assigned agents.

If an exception is granted and User provides its own concessions, the following procedures must be followed:

- User will operate and adhere to the Health Department Permit/License codes.
- Nonprofit Users will transfer fifteen percent (15%) and Fair Market Users will transfer twenty percent (20%) of the gross revenues collected by User for food and /or beverage provided for patrons.
- Standby Custodial Service will be charged based on the Rate Schedule for the purpose of clearing food trash and to handle stain removal from carpet in a timely manner to avoid rodent and pest problems.
- User accepts responsibility/liability for any problems or issues arising from the food/beverage concessions.
- User is responsible for the appropriate event insurance.
- User is responsible for reporting and remitting any applicable sales taxes.

Merchandise Concession

With prior consent of the Managing Director, the User may conduct on-site sales during an event selling items related to the event (e.g., programs, T-shirts, souvenirs, etc.). Direct Cost Users will pay the District an amount equal to fifteen percent (15%) of gross sales and Fair Market Users will pay Twenty percent (20%) of gross sales. User is responsible for reporting and remitting all applicable sales taxes. User shall provide its own sales staff, cash boxes, etc.

CONCESSIONS ALCOHOL SERVICE

When an organization rents the PAC and wishes to sell and/or serve alcohol, the following procedures must be followed and a license or special permit must be obtained from the Department of Alcoholic Beverage Control. These procedures vary and depend on whether User is a non-profit and the type of Event held by User.

User must have a District-approved Facilities Use Agreement and certify that it is qualified to serve alcoholic beverages at its Event by meeting the criteria established in California Business and Professions Code section 25608, specifically:

- User is a non-profit and the Event is held to benefit User;
- User is a non-profit organization that is a public benefit corporation under the California Corporations Code, Organization leases the Center, and the Event is not sponsored by the District;
- User holds a special event defined as an event held with the permission of the governing board of
 the District that is a festival, show, private party, concert, theatrical production, or other event for
 which the principal attendees are members of the general public or invited guests and not students
 of the District; or
- User holds a special event at a time when pupils are not on the grounds.

When a User wishes to serve alcohol at the Performing Arts Center, the following guidelines and procedures must be followed:

- The User should request a packet from the PAC Managing Director. This packet will contain all
 forms necessary to request alcohol service. Prior to this, the organization must have a Districtapproved Facilities Use Agreement for the event being held in the Performing Arts Center. This
 packet contains the following forms:
 - Request to Serve Alcohol at the Santa Clarita Performing Arts Center
 - Daily License Application/Authorization (ABC Form 221) and instructions
 - If User is obtaining a catering authorization, Catering Authorization Application (ABC Form 218) and instructions
 - Supplemental Diagram (ABC Form 253)
 - Sample letter to Department of Alcoholic Beverage Control
- The User needs to submit all the completed, applicable forms included in the packet to the Managing Director's office at least five weeks in advance of the date of the event. These forms must be accompanied by the following:
 - Proof of the organization's non-profit status, if applicable
 - A cashier's check or money order for the cost of one day license or special permit selected made payable to the ABC (See ABC Form 221 or, if User is obtaining a catering authorization, ABC Form 218 for type and appropriate fee)
 - A self-addressed, postage paid envelope.
 - If the District approves the request, the District, on behalf of User, will mail to the Department of Alcoholic Beverage Control:
 - Letter to ABC on User's letter head to accompany Daily License Application
 - The completed License Application/Authorization (ABC Form 221 or ABC Form 218)
 - The completed Supplemental Diagram (ABC Form 253)
 - The User's cashier's check or money order made payable to the ABC.
 - User's self-addressed, postage paid envelope
 - A copy of the approved District Request to serve Alcohol at the SC Performing Arts
 Center Form will be returned to the non-profit organization with an additional form, Alcohol
 Server Acceptance and Verification of Alcohol Policy Form. This form must be
 completed by everyone serving alcohol and returned to the District no later than
 two weeks before the event.
- The User will receive the approved License Authorization. It will be sent directly to the User as
 they are the requesting organization, not the Performing Arts Center. It is the responsibility of the
 User to follow up with ABC if authorization is not received in a timely fashion to ensure the District
 requirement is met. A copy of this approved License Application/Authorization is due at the
 District at least two weeks prior to the event.

Note: If there are over 500 attendees expected as per "estimated attendance box" (Question #5 on ABC Form 221 and Question #13 on ABC Form 218) on ABC application, ABC will send an additional form to the User which will need to be completed and returned. A copy of this form must be sent to the District, also.

• The User is required to provide liability insurance of not less than Five Million Dollars (\$5,000,000) as part of, or in addition to, insurance requirements set out on page 22 of this User Guide. The Certificate of Insurance (COI) must name the Santa Clarita Community College District and College of the Canyons Foundation; their Board Members, Officers, Agents & Employees as Additional Insured. A copy of this COI must be returned to the District at least two weeks prior to an event.

- At the event, the User will:
 - Be responsible for following the policy and procedures outlined in the SCCCD Alcohol Server Acceptance and Verification of Alcohol Policy Form. This includes requiring bona fide identification of guests that appear to be under 21 years of age who order an alcoholic beverage, refusing service to anyone who cannot provide adequate proof of their age or who is intoxicated, and following protocol for refusing service.
 - All alcoholic beverage must be stored in lockable areas. Individuals under the age of twenty-one (21) shall not have access to these storage areas. Alcoholic beverages may not be stored in open containers on District property.
 - Post a sign where alcohol is served that is clearly visible and reads that ID may be required, the consumption of alcoholic beverages may be harmful to health, and bartenders/servers have the right to refuse service. This sign will be issued by the district.
 - Placards must also be posted at each location where alcohol is served in plain view of guests that provide telephone numbers for taxi services or other alternative transportation resources.
 - Have readily available, the approved ABC License Authorization.
- User is responsible for the proper and timely removal of all alcoholic beverages immediately following the event.

Please note: Failure to provide, as outlined above: 1.The copy of the alcohol permit, 2. The liquor liability insurance certificate and 3. The Alcohol Server Acceptance and Verification of Alcohol Policy Forms from each server will result in no alcohol being allowed at the event, no exceptions.

ALCOHOL AT THIRD-PARTY NON-DISTRICT EVENTS: REQUIREMENTS AND CONDITIONS:

- A. A request for a permit to serve alcoholic beverages on District property must be approved by the CEO or his/her designee. Requests must be submitted to the District at least six (6) weeks before the event. The District reserves the right to refuse alcohol consumption at any event on campus.
- B. Request forms are available on the District's website.
- C. A Facility Use Agreement must be fully-executed.
- D. A copy of the alcohol permit and the liquor liability insurance certificate must be presented to the District at least one (1) week prior to the event. Failure to timely provide an alcohol permit and liquor liability insurance certificate one (1) week prior to the event will result in no alcohol being allowed at the event, no exceptions.
- E. Every event where alcoholic beverages will be served will have a designated coordinator who is a District staff member or an employee of a District auxiliary corporation. The designated coordinator shall be authorized by the CEO or his/her designee. It is the responsibility of the designated coordinator for each event to see that all individuals acquiring, possessing, using or serving alcoholic beverages at campus sponsored events are 21 years or older and possess identification that confirms their age. The name and signature of the designated coordinator will appear on the request form.
- F. The third party is responsible for providing the District with signed Alcohol Server Acceptance and Verification of Alcohol Policy forms for each person serving alcohol at least two (2) weeks prior to the event date.
- G. All alcoholic beverage storage arrangements for campus events must be in lockable areas. Individual under the age of 21 shall not have access to these storage areas without the supervision of District staff members age 21 or over. Alcoholic beverages may not be stored in open containers on District property. Appropriate storage arrangements must be described on the alcoholic beverage service request form.

- H. At events where an alcoholic beverage is served, the following must take place:
- 1. Written notice must be placed in a clear and open location indicating:
 - a. No alcoholic beverages will be served to individuals under the age of 21 and that identification verifying age must be provided.
 - b. The District or organization reserves the right to refuse service.
 - c. The consumption of alcoholic beverages may be harmful to health.
 - 2. An individual over the age of 21 and separate from those individuals serving alcoholic beverages will be assigned to check identification during the event.
 - 3. Remove any surplus alcohol immediately following the event.
 - 4. Placards must be posted at each location where alcohol is served in plain view of guests that provide telephone numbers for taxi services or other alternative transportation resources.
- I. The designated coordinator is responsible for the proper and timely removal of all alcoholic beverages immediately following the event.
- J. The consumption of alcoholic beverages by a minor at a District event is prohibited and will result in appropriate disciplinary action up to and including arrest of those parties involved. (See BP 5529 & Business and Profession Code 25608.)

CAMERA AND AUDIO RECORDING

Use of photographic, video cameras or sound recording equipment, including cellular technology, will not be allowed in PAC during performances. Exceptions to this rule must be agreed upon, in writing, by the District and the User prior to the event.

- a. The User may not contract for, or make arrangements for, radio broadcasting, televising, filming, photographing, taping, sound recording, or other kinds of reproduction of whatsoever nature for any performance or rehearsal unless a separate written agreement specifying the terms of such recording or transmission shall have been executed with the District.
- b. The District shall have the right, with written approval of the User, to arrange for such recording of portions of rehearsals or performances for the purpose of promotional or news coverage.
- c. In the event prohibition is waived, User agrees to place equipment only in the location(s) specified by the Technical Director.

SAFETY

The User, at all times during the use and occupancy of the premises, shall thoroughly comply with all policies, procedures, rules, regulations and applicable laws affecting the use and occupancy thereof, including all state and local fire, health and safety laws, ordinances and regulations.

The District reserves the right to determine security needs for each event.

Injuries to event participants shall be reported to the Theatre Manager, Technical Director or Managing Director.

District officials will, at all times, have full authority to enforce proper and safe conduct of all persons and activities on District property. The District reserves the right to require police protection for all activities held on District property when it deems such protection necessary.

Facility Capacity

At no time shall there be more persons admitted to any room or facility than the legal capacity will accommodate. Total capacity inside the theatre including patrons, cast, crew and ushers is 977.

Fire Regulations

Flammable decorations, including stage scenery and special effects, shall be fire resistant or flame proofed in accordance with the requirements of the State Health and Safety Codes, County Fire Regulations and City Fire Regulations. No device, which produces flame, sparks, smoke, or explosions, shall be used in any District facility. The use of any material or device, which constitutes a fire hazard, is expressly prohibited. User must provide a valid Flame Certification for all set/decor elements to the Technical Director ten (10) days prior to load in of set elements into the theatre.

Erection of Structures

No structures may be erected or assembled on District premises nor may any electrical, mechanical or other equipment be brought thereon without prior written approval of the District. Requests for approval should be submitted to the Technical Director.

Fire Arms/Weapons

No fire arms or weapons, real or fake, may be brought onto the campus without permission and special action of the Board of Trustees. Permission must be sought for these items at the time of Application for use. Once approved, all prop weapons must be transported to and from the venue in an opaque container with no indication of the contents. Once on site, all prop weapons need to be securely stored in a locked container or

arrangements should be made with the Technical Director to secure items in a locked room when not being used onstage. Questions regarding this should be directed to the Technical Director.

Use of Animals in the Performance

No live animals may be brought onto campus without permission and special action of the Board of Trustees. Permission must be sought for animals on campus at the time of Application for use. Questions regarding this should be directed to the Managing Director.

DONOR/SPONSOR RECOGNITION

The College of the Canyons Foundation is the principal fundraising body for the District and the academic and professional programs presented by the College at the Performing Arts Center. The College recognizes that Users may also have sponsors and donors that will be recognized on the date of the performance. User may not promise Donor/Sponsors benefits that extend beyond User's own activity in the Center. Please review the guidelines below carefully to understand what may be offered to your event sponsors in terms of recognition.

Allowed methods of Donor/Sponsor Recognition:

- 1. Posters on easels in the lobby (check with Theatre Manager for positions and # of easels available)
- 2. Theatre Programs
- 3. Banners hanging from rail of lobby balcony (Size: Check with Theatre Manager.)
- 4. Information Table (6' table in lobby)
- 5. Pre-Show announcement over theatre PA System
- 6. Sponsor name on tickets for the event.

To assure the recognition planned is permitted, please contact Theatre Manager to review your plans. In the case of product displays and banners, the Theatre Manager must approve these items in advance.

User may not remove, cover or alter District Donor and Sponsor Recognition.

Building Name/Logo and Use of College Name/Logo

Groups and organizations using the Santa Clarita Performing Arts Center at College of the Canyons are required to use the official name of the Center in all advertising materials, news releases, news interviews, and other public references to the Center.

Groups and organizations creating marketing materials or publications related to an event in the Santa Clarita Performing Arts Center at College of the Canyons are also required to include an approved Center logo (licensed trademark). Approved artwork may be obtained from the Public Information Office. All artwork and content must comply with U.S. Copyright and Trademark laws.

Use of the building/college name/logos is granted for the purpose of identifying the venue and its location. At no time should any use of the names/logos of the building or college create the appearance of an endorsement of the program/organization by the District or the PAC.

For more information and to receive copies of permitted logos, please contact the PAC Managing Director.

PARKING

All parking regulations shall be adhered to by User unless modified by written arrangements made in advance and contained in the Agreement or Addendum thereto. The District does not guarantee availability of specific parking lots nor does District provide staffing or special signage for parking.

Parking Directional Staffing

For safety reasons, User may not provide its own parking directional staff. If a User requires Parking directional staffing or signage beyond the regularly-provided District signage, User must contact the

Managing Director. An outside professional parking vendor will be hired to provide these services and the cost passed to the User.

Audience Parking

The District operates classes and other academic related activities at traditional and non-traditional class session times. Students, faculty and staff with permits for use of various COC lots have priority for parking in those lots. Parking tickets will be issued for all cars parked improperly or without the proper permit for that lot. Parking permits must be displayed on the dash board of the car with all identifying information viewable by campus security and parking officers.

Monday - Friday Days with Classes in Session (7am-7pm)

Parking is available in Lot 5 for daytime events and no parking permit is required. Audience members who park in other Lots will be required to purchase parking permits from the parking machines located in Lots 6 and 15. Lots 1, 2 and 3 are reserved for District faculty and staff parking and unauthorized parking there is subject to ticketing and fines.

Monday – Thursday Evenings with Classes in Session (7pm-10pm)

No permit is required for the PAC audience parking for evening events. Parking is available in Parking Lots 1-6. However, if you plan to arrive and park before 7pm, please park in Lots 4-6 as Lots 1-3 are reserved for faculty and staff until 7pm.

Weekends (Friday evenings after 7pm, All Day Saturday and Sunday)

Parking permits are not required for audience parking. Audience members may park in any Parking Lot.

Handicap Parking

Handicap parking spaces are located west of, and above, Parking Lot 1 and in Parking Lots 3 and 5 next to the PAC.

Staff/Volunteer Parking

All User staff/volunteers will be required to have valid Parking Permits for their vehicles parked on the campus or they are subject to ticketing by Campus Safety. A maximum of fifty (50) Parking Permits for staff/volunteers working on the event are included in the Use Agreement at no additional cost to User. These Permits will be available no later than five business days prior to the first day of the event and should be distributed to User staff and volunteers in advance of their first arrival to the campus. These permits will be valid in Student Lots only (Lots 4, 5, 6, 8, 13, 14 and 15). Parking availability is not guaranteed and User staff/volunteers should be advised to arrive at the District early enough to locate a parking space and walk to the PAC in time for the scheduled event. These included Permits are not valid for times when User is not scheduled to be present at the PAC and expire at the conclusion of the User's scheduled use according to the Agreement. Contact Managing Director's office for permits.

If additional permits for staff/volunteers are required, they will need to be purchased on a daily basis from Ticket Machines located in Lots 6 and 13. Or, additional permits may be arranged through the Managing Director's office at a cost of \$3.00 per additional permit.

Parking for Advance Meetings

Parking for meetings held in advance of the User's scheduled activity must be arranged in advance. Permits for these meetings will be mailed to the User. In the case of a meeting arranged with too little notice to accommodate mailing of a parking permit, a permit will be available in the Managing Director's office before the meeting for placement on the car dashboard. Parking permits for these meeting will be in Lots 5, 6 & 8 only.

OTHER POLICIES, PROCEDURES, RULES & REGULATIONS

Smoking/Illegal Drugs - It is the policy of the District to prohibit smoking in indoors, outdoors and in stairwells, except in designated outdoor smoking areas. Use of illegal drugs is strictly prohibited.

Alcohol – No alcoholic beverages may be served, consumed or sold at User events unless prior arrangements are made through the Managing Director. Please refer to section on Concessions: Alcohol Sales.

Religious and Political Use - When the use of facilities is granted to User qualifying under the terms of the Civic Center Act for the purpose of instruction in the ideas or beliefs of the User group, it will be the responsibility of the User to notify in writing all of those who attend the meetings held in District facilities, and to announce at the beginning of each meeting that the ideas and information disseminated do not have the endorsement or approval and are in no way associated with the District. If use of the facility is limited to one time, proper notification will consist of a written statement by the User on forms approved by the District and given to each person in attendance. If use of the facility occurs two or more times, proper notification will have the additional requirement of User sending a letter to the home address of the parents of all minor students who attend the meeting.

Aircraft - Aircraft-related activities are prohibited. This includes manned or unmanned, powered or non-powered aircraft of any type including helicopters, ultra-lights, hang gliders, hot air balloons, parachuting, etc.

Copyrights –The User is responsible for arranging and paying for all rights and copyrights necessary and for all costs arising from the use of any material covered by copyright, patent, trademark, or franchise. User agrees to indemnify, defend and hold harmless the District from any claims or costs, including legal fees, which might arise from questionable use of any such material. The District reserves the right to require verification.

MISCELLANEOUS

- The PAC has full handicap access and seating areas to accommodate wheelchair seating. A public phone is available on the outside of the Student Services Building located 200 yards west of the PAC.
- The District may require to be furnished, reasonably in advance, with a complete program, with copies of all talks, addresses and script of any entertainment proposed to be given on District property. If such copy reasonably demonstrates that the program will be in violation of the law or of these rules or be deemed inappropriate use of the District campus, the proposed use shall not be permitted.
- User shall assume responsibility for any affiliate person, persons, group of persons and/or activity occurring on District property during, and in conjunction with, any event included in this User's engagement.
- District shall assume no responsibility for mail and shall not permit use of District telephone for long distance calls by User.
- No existing signage shall be covered or defaced in any way.

AGREEMENTS

The Board of Trustees, at its option, may enter into a Memorandum of Understanding and/or Master Agreement with a qualifying non-profit agency or group that provides for a mutually acceptable format as regards the terms and conditions pertaining to the joint use of facilities including those of the District and the requesting agency. In no instance shall the terms of the proposed Agreement(s) require less than the balance of these policies, procedures, rules, regulations and applicable laws.

STAFF CONTACT SHEET Santa Clarita Performing Arts Center at College of the Canyons

Mailing Address: Santa Clarita Performing Arts Center at College of the Canyons

26455 Rockwell Canyon Road Santa Clarita, CA 91355

Web Site: www.canyonspac.com

Available on Site: Performance Schedule, Theatre Technical Specifications, Seating Chart, User Guide

including rental information and rates.

Managing Director: Lindsay Gambini

661-362-5305 (Phone) 661-362-5315 (Fax)

Lindsay.Gambini@canyons.edu

Contact For: Theatre programming, mission, vision, rental information, general contact for theater

scheduling and rentals, event settlements, approval of user marketing materials and releases, submission of materials for inclusion on web site and marquees, access to

logo materials, press contact information.

Theatre Manager: Michelle Wall

661-362-3667 (Phone) 661-362-5315 (Fax)

michelle.wall@canyons.edu (Email)

Contact For: Questions regarding use of Auditorium, Lobby, Costume Shop, Dressing Rooms, Green

Room, and Black Box. Availability of easels/tables for display, Lobby Setup, hospitality

and concessions

Technical Director: Brodie Steele

661-362-5041 (Phone) 661-362-5315 (Fax)

brodie.steele@canyons.edu (Email)

Contact For: Questions regarding technical capabilities of the center, technical

crew, overall backstage operations, and fire and safety regulations.

Communications

Office:

Eric Harnish, VP, District Communication, Marketing and External Relations

John Green, Managing Director, Public Relations & Marketing

661-362-3429 (Phone) 661-362-5309 (Fax) pio@canyons.edu (Email)

Contact For: General District/College information,

Box Office: Will Murphy, Manager, Ticketing and Patron Services

661-362-5307 (Phone) 661-362-5310 (Fax)

will.murphy@canyons.edu (Email)

Contact For: Primary contact for Users contracting for District Box Office

Services

Front of Rick Brammer

House Coordinator: 661-362-5306 (Phone)

661-362-5315 (Fax)

Rick.Brammer@canyons.edu (Email)

rickbrammer@msn.com

Contact For:

Questions on Front of House procedures and volunteer ushers.

Dean, Visual and

Performing Arts: Jennifer Smolos

661-362-3116 (Phone) 661-362-5013 (Fax)

Jennifer.Smolos@canyons.edu (Email)

Contact for: Questions about Art, Dance, Graphic Multimedia Design, Music, Media

Entertainment Arts, Photography, Theatre and the Art Gallery.

Asst. Director

Civic Center: Robin Williams

661-362-4240 (Phone) 661-362-5832 (Fax)

robin.williams@canyons.edu (Email)

Contact For: Film and Television

Rental use for all other college facilities

SANTA CLARITA PERFORMING ARTS CENTER AT COLLEGE OF THE CANYONS BOX OFFICE SERVICES

Rates effective: July 1, 2018

Rates subject to change at any time. No change shall be made after contract for an engagement is signed and initial deposit made. Please refer to PAC Box Office Section for more information.

PAC Box Office Charges	in for more information.
Per Ticket Charges	
Vendini Internet Ticket Charges	
\$1.00 - \$9.99 ticket cost	\$1.00 per ticket sold
\$10.00 - \$14.99 ticket cost	\$1.50 per ticket sold
\$15.00 - \$19.99 ticket cost	\$2.00 per ticket sold
\$20.00 - \$29.99 ticket cost	\$2.50 per ticket sold
\$30.00 - \$39.99 ticket cost	\$3.50 per ticket sold
\$40.00+ ticket cost	\$4.00 per ticket sold
Vendini In Person/Over the Phone Charges	
All tickets sold	\$0.65 per ticket
Complimentary Tickets Printed	\$0.15 per ticket
Additional Box Office Fees	
Ticket Stock Fee	\$0.05 per ticket issued (including comps
COC Facility Fee	\$2.00 per ticket
Flat Fees	
Day/Night of Event Staff Flat Fee (one ticket agent and manager)	\$175.00
Event Set-Up using standard seating chart	\$44.00
Event Set-Up using new seating chart	\$295.00
Credit Card Fees	
Credit Card Bank Commission Fee	2.55% of all credit card charge
Additional Services	
Manager Hourly Rate	\$45.00 per hour
Ticket Agent Hourly Rate	\$15.00 per hour

SANTA CLARITA PERFORMING ARTS CENTER STAGE and FRONT OF HOUSE LABOR RATES for ALL USERS

Rates effective July 1, 2018

Rates are inclusive of 10.849% Payroll Burden. Minimum call for each crew member is four hours per call. Other work rules for meals and other breaks apply. Each hour after 8 hours in one day or after 40 hours in each week for a single user is charged at Time + 1/2. Call Managing Director for details.

Rates are subject to change at any time if there are increases in these costs to the College. No change shall be made to rates once a facilities use agreement is fully executed for an event and the initial deposit received.

Technical Director will determine the number and level of crew required once all event details are known.

Technical Direction	
Technical Director: Production preparation, hiring and supervising of all crew, technical integration of specific show needs into PAC. When TD works as Dept. Head or Crew, rate for that position is charged.	\$ 55.00/per hour
Asst. Technical Director: Assists technical director in all aspects of show production. May substitute for TD at discretion of TD. When Asst. TD is assigned to work exclusively as Dept. Head or Crew, rate for that position is charged.	\$ 32.00/per hour
Department Supervisors	A 00 10/
Light Board Programming/Operation, Sound Programming, Set Up and Operation, Backstage Supervisor, Fly Rail Supervisor. All Department Supervisors fill a working crew position in addition to their supervisory duties for the department. Handle backstage and other technical emergencies.	\$ 36.10/per hour
Assistants	
Senior level experienced professional crew hired to perform complex production functions. Running Crew, Electricians, Wardrobe, Loaders	\$ 26.15/per hour
	A.4.74 00.007
Regular professional crew hired to perform tasks requiring specific skills or physical strength. Rate varies with skill level required.	\$ 14.74—23.36/per hour
Stage Manager	
Stage Manager to call lighting, sound, fly rail and other cues as required. Also alerts performers for on stage calls at top of show and intermission. Coordinates start of performance and intermission with House Manager and Cast/Director/Conductor. Rate varies with complexity of production and skill level required.	\$ 32.13/hour
House Manager	
Calls and manages volunteer ushers, ticket takers and other front of house staff. Provides professional house management report and official door count. Handles all front of house and patron/audience emergencies. Arrives 2 hours prior to performance or when lobby set up for performance begins (whichever is earlier).	\$ 32.13/hour

BUILDING USE RATES for DIRECT COST USERS

Rates effective July 1, 2018

Amounts below reflect charges for all types of use for Main Stage events. Facilities included in Main Stage use are Stage, Seating Areas, Lobbies (for audience entry/exit at a performance) and two dressing areas. If available, Green Room is also included at no additional charge. Rates are subject to change at any time if there are increases in these costs to the College. No change shall be made to rates once a facilities use agreement is fully executed for an event and the initial deposit received.

Hilitian/Custodial Consumables	
Utilities/Custodial Consumables Electricity, Gas, Water, Restroom Supplies, Cleaning Materials. Minimum Rental is 4 hours each day rented.	\$ 125.00 per hour
Building Engineer(s) Provides facility operation services including heating/cooling adjustments and building systems (electric, gas, water service) troubleshooting and repair. Also inserts and removes wheelchair seating. Presence of one building engineer is highly recommended from opening of building to public to end of performance. Minimum Call is Four Hours. Availability of "on-call" staff to correct problems is not guaranteed.	\$ 50.00 per hour
Provides general security services to campus parking and other campus areas including PAC. Required at all times building is in use when normal campus security is not available on campus. Special security call is required at the following times (when building is in use): Monday - Thursday: 12:30 AM - 5:00 AM Friday Evening from 11:30 PM - 5:00 AM Saturday Saturday Evening from 11:30 PM - 7:00 AM Sunday Sunday Afternoon from 3:30 PM -5:00 AM Monday	\$ 25.00 per hour At any time a special call for security is required, a minimum of four hours pay is required.
Custodial Custodians keep the building clean and handle bathroom stoppages. In most circumstances users may select from two levels of service:	
Basic Service: Provides general building cleaning by one custodian in the morning prior to 12 Noon or as custodial staff is available. If basic cleaning is completed before 12 noon a general "freshen up" including vacuuming of the lobby and emptying of building trash cans will occur before 3PM. There is no custodial service available from 9:30 PM Friday through Monday at 5AM without additional charge	Monday - Friday: Single Performance in a Day or Two Performances in a Day No Charge Saturday/Sunday: \$ 290.00 for a one performance day \$ 436.00 for a two performance day
Standby Service: Provides cleaning of theatre in the morning and just prior to audience entry, before intermissions and prior to audience exit as well as trouble shooting for bathroom clogs during performance. Standby Service is required if User is hosting a reception in the lobby, provides meal service or food/drink concessions.	All Days: \$ 145.00 per four hour period in addition to Basic Service Cost Above

BUILDING USE RATES for FAIR MARKET USERS Rates effective July 1, 2018

Amounts below reflect charges for all types of use for Main Stage events. Facilities included in Main Stage use are Stage, Seating Areas, Lobbies (for audience entry/exit at a performance) and two dressing areas. If available, Green Room is also included at no additional charge. Rates are subject to change at any time if there are increases in these costs to the College. No change shall be made in rates once a facilities use agreement is fully executed for an event and the initial deposit received.

deposit received.	
Utilities/Custodial Consumables	
Electricity, Gas, Water, Restroom Supplies, Cleaning Materials	\$ 125.00 per hour
Building Engineer(s)	
Provides facility operation services including heating/cooling adjustments and building systems (electric, gas, water service) troubleshooting and repair. Also inserts and removes wheelchair seating. Presence of one building engineer is required from one hour prior to public access until public has left the building.	\$ 50.00 per hour
Scheduled Maintenance/Building & Equipment Depreciation	
Scheduled maintenance and depreciation for the facility and fixed equipment as related to use of the building and normal wear and tear.	\$ 175.00 per hour
Security	
Provides general security services to campus parking and other campus areas including PAC. Required at all times building is in use when normal campus security is not available on campus.	\$ 25.00 per hour At any time a special call for security
Special security call is required at the following times (when building is in use):	is required, a minimum of four hours pay is required.
Monday - Thursday: 12:30 AM - 5:00 AM Friday Evening from 11:30 PM - 5:00 AM Saturday	
Saturday Evening from 11:30 PM - 7:00 AM Sunday Sunday Afternoon from 3:30 PM -5:00 AM Monday	
Custodial	
Custodians keep the building clean before, during and after performances and handle bathroom stoppages.	
Basic and Standby Service (Required):	
Provides cleaning of theatre in the morning and just prior to	Single Performance Day
audience entry, before intermissions and prior to audience exit	\$ 436.00
as well as trouble shooting for bathroom clogs during performance. Standby Services is included at \$ 132.00 per four	Two Performance Day \$ 726.00
hour period. Some performances of extensive length may be	ψ 120.00
charged additional hours for standby service.	
Administrative Overhead Charge	
Covers the cost of fiscal and management services related to the engagement. Charges are made based on total number of	1-3 consecutive days: \$ 220 4-7 consecutive days: \$ 550
consecutive days of usage.	
Production Consultations	
A tour of the theatre with the Managing Director and a production meeting with theatre staff to finalize event details is included with the cost of the rental. Additional meetings with the technical director are charged on a per hour basis.	\$ 55.00 per hour

CONSUMABLE THEATRICAL SUPPLIES /EQUIPMENT/PIANO TUNING

Rates effective July 1, 2018

Amounts below do not include labor to install, strike or adapt/adjust any equipment or supply. Rates are subject to change at any time if there are increases in these costs to the College. No change shall be made to rates once a facilities use agreement is fully executed for an event and the initial deposit received.

Lighting Gel/Lamps	
Using Standard Repertory Plot	\$27.50 per performance or dress rehearsal
Using Custom Plot	Per actual order
Use of Cyc/Cyc Lights	
Gel for all theatre lights and gel/lamp use for Cyc	\$ 55.00/engagement
Spot Lights	
Use of Spotlights	\$ 4.00 per spot per performance or dress rehearsal
Wireless Microphones	
Use of Wireless Mics and batteries for same.	\$ 4.00 per mic per performance
Marley Dance Floor	
This includes the marley dance floor and five rolls of gaffers tape to lay it down. This is fee for use.	\$ 110 per engagement
Star Drop	
Use of Twinkle Drop hung in established location.	\$ 110 per engagement
Scrim	
Use of Black Scrim	\$ 55 per engagement
Hazer	
Use of Hazer for theatrical effects	\$ 5.50 per performance/reh

CONTRACTED SERVICES AVAILABLE

Piano Tuning	
There is no charge for use of the piano. Tuning is charged based on the college's actual cost. The rate varies with the tuner and date/time of required tuning. Rent will be charged during tuning. Arrangements must be made 21 days in advance of need. Organizations may provide their own tuner with college approval.	\$ 125.00 per tune on weekdays \$ TBD on weekends (This rate is approximate, rate varies with piano tuner available and schedule)

TECHNICAL INFORMATION LINKS

Tech Packet

https://www3.canyons.edu/Offices/PIO/CanyonsPAC/Documents/Tech-Packet.pdf

Ground Plan

https://www3.canyons.edu/Offices/PIO/CanyonsPAC/Documents/Ground-Plan.pdf

Side Section

https://www3.canyons.edu/Ofices/PIO/CanyonsPAC/Documents/Side-Section.pdf

Rep Plot

https://www3.canyons.edu/Offices/PIO/CanyonsPAC/Documents/Rep-Plot.pdf

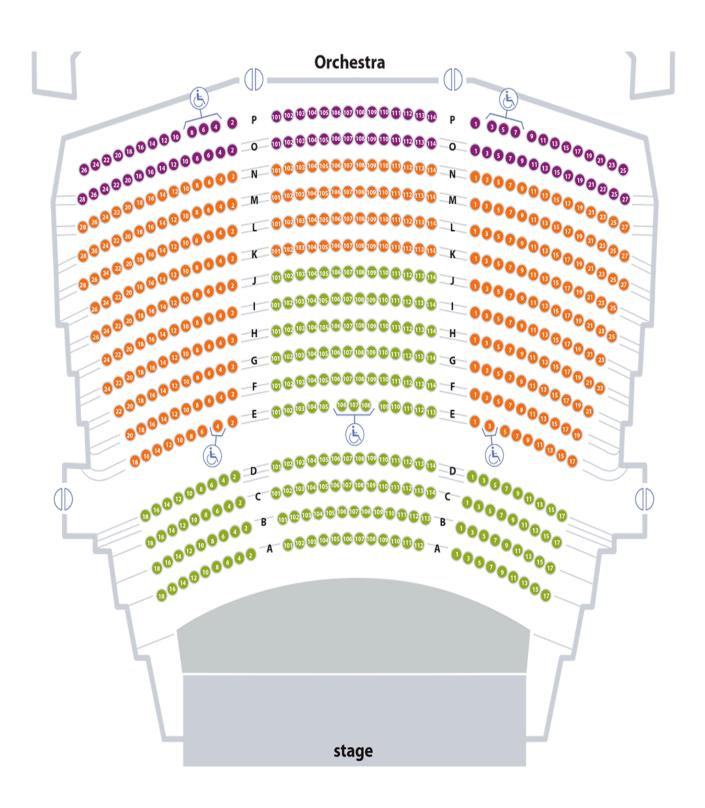
Instrument Schedule

https://www3.canyons.edu/Offices/PIO/CanyonsPAC/Documents/Instrument-Schedule.pdf

Channel Hookup

https://www3.canyons.edu/Offices/PIO/CanyonsPAC/Documents/Channel-Hookup.pdf

Balcony BG DECEMBER OF DEC AD THE THE PERSON OF THE PERSO THE THE PARTY OF THE STREET OF THE PARTY OF AND THE REPORT OF THE PROPERTY 543 BOX вох 533 537 539 BOX вох 🥯 51 51 51 BOX * Please note that row BC of the Balcony Section BOX 532 Exit is limited vision seating. Please contact the 50 50 50 80 80 BOX 524 Box Office for details. **Accessible Seating** SI BOX BOX вох 🗐



Application for Facility Use (Single Day)

The full application follows. It can also be filled out and downloaded at: canyonspac.com/Documents/Application-Single.pdf

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DVLE UE	SUBMITTAL:	



Application for Facility Use (Single Day)

This application is intended to provide the primary information to the District to identify event needs for potential Users of the Santa Clarita Performing Arts Center at College of the Canyons (COC). This application must be submitted to the Managing Director with a non-refundable application fee of \$250.00 for a single day event or \$1,000.00 for a multi-day event. A final commitment to use the PAC is not made until a Facility Use Agreement is issued by the District and signed by the User and returned with the deposit specified in the agreement. All usage of the PAC is governed by the User Guide. Please read the User Guide thoroughly before completing this form.

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			C	RGANIZATIO	ON INFOR	MA	TION		
Organization Name	e					Туре	of Organization	Commur	nity User Event Status
Street Address			1		☐ School			nization is designated by	
City, State, Zip			1		□ 50	01(c)3 (Non Profit)	Communi	nd District as a ty User:	
Phone:						□ Fo	or Profit	□ Yes	
Fax:						По	ther	□ No	
E-mail						Pleas	se Specify		
Organization Webs	site								
				EVENT	CONTACT(S)			
	Pri	imary C	Contact				Secondary C	ontact	
Name/Title:					Name/Title:				
Phone 1					Phone 1				
Phone 2					Phone 2				
Email					Email				
REQUESTED DATES OF USE									
1 st Choice			То		Are your date	your dates flexible? No Yes (Please fill out 2 nd and 3 rd Ch			fill out 2 nd and 3 rd Choices)
2 nd Choice			То		3 rd Choice			То	
				EVEN	IT DETAILS				
Primary Event	Туре:		Event T	ype Subcategory:			Event Tim	ies:	
☐ Theatrical Prod	uction		☐ Dance	Production					
☐ Musical				Full Dance Production	□ Act I				
☐ Straight F				Dance recital	☐ Intermissio	n			
☐ Solo Perfo				Dance Competition	☐ Act II			Length ₋	
	-			G 1:					
☐ Music Production ☐ Choral	on		□ Public	Speaking Solo Speaker			Event Details,	/Notes:	
☐ Orchestra	a			Multiple Speakers	·				
□ Band				Video Presentation					
☐ Awards Ceremo	ny		☐ Gradua	ation	-				
Number of Awards			Number	of Graduates:					
Number of Presen	ters:		Number	of Presenters:					
□ Other			Please Sp	ecify:]				

Daily Schedule						
Day 1		Date:				
Event Staff Arrival Time		Event Staff Departure Time				
immediate use. The stage space vin the form below. Please include	scheduled times next to each categ	ed items. Any additions or alterations or alterations or checked and be as specific as p	apery will be installed and ready for ons to this configuration should be noted possible. Detailed information is the key to may result in un-estimated charges being			
	Scheduled T	asks for the Day:				
Instal	lation	Rehearsal/Pe	erformance/Strike			
☐ Load In ☐ Scenery ☐ Flown ☐ Freestanding ☐ Risers	Scheduled Time	☐ Rehearsal ☐ Staging/No Tech ☐ Full Tech ☐ Dress Rehearsal	Scheduled Time			
☐ Lights ☐ Custom Plot ☐ Focus ☐ Program Cues ☐ Sound ☐ Other PA ☐ Consoles ☐ Monitors	Scheduled Time	☐ Event/Show ☐ Strike ☐ Scenery ☐ Lights ☐ Sound ☐ Projection ☐ Props ☐ Orchestra	Scheduled Time			
☐ Microphones ☐ Projection/Media ☐ Projectors ☐ Media Source	Scheduled Time	□ Lobby Day	ys Notes:			
□ Props	Scheduled Time					
☐ Orchestra ☐ Instruments ☐ Chairs ☐ Orchestra Shell ☐ Stands/Lights	Scheduled Time					
☐ Lobby ☐ Display Tables ☐ Merchandise ☐ Concessions ☐ Decorations	Scheduled Time					

	Technical Needs							
Stage Drapes:		Stage Equipment:						
Please check all that you plan or	n using.	Consu	It technical pack	et for available in	ventories.			
☐ Grand Drape (100% Fullness)	☐ Cyclorama	□ Podiums	Qty	☐ Music Stands	Qty			
☐ Black Traveler (100% Fullness)	☐ Star Drop	□ Risers	Qty	☐ Stand Lights	Qty			
☐ Blackout Drop	☐ Black Scrim	☐ Chairs	Qty	☐ Tables	Qty			
		☐ Yamaha C7	' Grand Piano*	☐ Marley Dance F	loor*			
		*Additional C	harges May Apply					
	Audio	Equipmer	nt					
Microphones			Monitors/P	layback/Interd	com			
☐ Wireless Lapel Mics Qty		☐ Monitor	S					
☐ Wireless Handheld Mics Qty			12" Monitor Wedge HotSpot Monitor					
☐ Wired Vocal Mics Qty			Totopot Monitor	αιγ				
☐ Area Mics Qty	-	☐ Playback						
☐ Instrument Mics		□ Computer						
☐ Piano Qty			мР3					
☐ Drums Qty								
☐ Guitar Qty		☐ Clear-Co	m Intercoms	Qty				
☐ Bass Qty								
☐ Strings		☐ We are s	supplying a FOH Engi	ineer for this event				
☐ Percussion Qty								
☐ Other Qty								
**Nlagga attack proposed input list if you a	ra using mara than							
**Please attach proposed input List if you a 10 microphones	re using more thar	1						
10 merophones								
Lighting Equipmen	t	Projection						
☐ We will be using the House Repertory Plot		☐ We are ¡	☐ We are planning on using the House Projectors and					
│ │ □ We will be using the House Repertory Plot but	t adding	□F	Projecting onto house	e screen				
☐ Instruments FOH Qty		□ F	Projecting onto cyc					
☐ Instruments Onstage			Projecting onto					
☐ Booms Qty								
We will be banging and focusing our own slot			ource for projection					
☐ We will be hanging and focusing our own plot			House Blu-Ray Player	•				
☐ Spotlights are needed for this event			House Computer					
☐ Venue Operators☐ We will supply the operators		☐ F	Renter supplied comp	puter				
☐ We are supplying a light board programmer for	or this event	☐ We will	be bringing our own	projectors and screen	S			
**Please attach proposed light plot and paperwo	ork if you are using	**Please note that additional charges may apply when using house						
your own plot.	,	projection	system.					

	Venue Sup	plied Labor						
The venue Technical Director will base all labor needs off the descriptions of events in this application. Four crew positions are the minimum for this venue and include a sound board operator, light board operator, and one position on each side of the stage. Please select additional crew you would like the venue to supply								
☐ Stagehands	☐ Electricians	Qty	☐ Stage Manager					
☐ Flymen Qty	Spot Operato	rs Qty	☐ Projectionist					
□ Wardrobe Qty	Audio	Qty	☐ Lighting Designer					
Number of crew members being supplied by renter:								
	Front of House/Lobby							
We will be supplying theatre programs for the patrons: \square Yes \square No								
	Concessions/	Merchandise						
Concessions/Merchandise Food								
	Box (Office						
			ot wish for our box office to sell your tickets, ow us to forward buyers directly to you.					
☐ We would like the District t	o sell our tickets.	☐ We will be se	lling our own tickets.					
Telephone # to Purchase Tickets: Ticket and Information Website: Ticket Price Range:								

References					
	Bank Reference		Credit Reference		
Bank Name		Organization Name			
Street Address		Street Address			
City, State, Zip		City, State, Zip			
Phone:		Phone:			
Contact Name/Title		Contact Name/Title			
Pr	revious Venue Rental #1	Previous Venue Rental #2			
Venue Name		Venue Name			
Contact Name/Title		Contact Name/Title			
Street Address		Street Address			
City, State, Zip		City, State, Zip			
Phone:		Phone:			
Date of Rental		Date of Rental			

Application for Facility Use (Multiple-Day)

The full application follows. It can also be filled out and downloaded at: canyonspac.com/Documents/Application-Multi.pdf

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OF SUBIV	III IAL.	



Application for Facility Use

This application is intended to provide the primary information to the District to identify event needs for potential Users of the Santa Clarita Performing Arts Center at College of the Canyons (COC). This application must be submitted to the Managing Director with a non-refundable application fee of \$250.00 for a single day event or \$1,000.00 for a multi-day event. A final commitment to use the PAC is not made until a Facility Use Agreement is issued by the District and signed by the User and returned with the deposit specified in the agreement. All usage of the PAC is governed by the User Guide. Please read the User Guide thoroughly before completing this form.

-										
			0	RGANIZATIO	ON INFOR	MA [·]	TION			
Organization Nam	e					Туре	Type of Organization		Community User Event Status	
Street Address					☐ School			nization is designated by		
City, State, Zip					□ 50	1(c)3 (Non Profit)	Communi	nd District as a ty User:		
Phone:						☐ Fo	r Profit	□ Yes		
Fax:						□ Ot	her	□ No		
E-mail						Pleas	e Specify			
Organization Web	site									
				EVENT	CONTACT(S	5)				
	Pr	imary Co	ontact				Secondary C	ontact		
Name/Title:					Name/Title:					
Phone 1					Phone 1					
Phone 2					Phone 2					
Email					Email					
REQUESTED DA			D DATES OF	US	E					
1 st Choice			То		Are your dates flexible? No Yes (Please fill out 2 nd and 3 rd Ch			fill out 2 nd and 3 rd Choices)		
2 nd Choice			То		3 rd Choice			То		
			'	EVEN	T DETAILS					
Primary Event	Туре:	ı	Event Ty	pe Subcategory:			Event Tim	es:		
☐ Theatrical Produ	uction		☐ Dance P	roduction						
☐ Musical				ull Dance Production	☐ Act I					
☐ Straight F				ance recital	☐ Intermission Length					
☐ Solo Perf			□ D:	ance Competition	☐ Act II Length					
☐ Worksho	p Produ	ction								
☐ Music Production	on		☐ Public S _l	peaking			Event Details	Notes:		
☐ Choral				olo Speaker						
☐ Orchestra	a			Iultiple Speakers						
☐ Band			□ Vi	deo Presentation						
☐ Awards Ceremo	ny		☐ Graduat	ion						
Number of Awards	s:		Number of	Graduates:						
Number of Presen	ters:		Number of	Presenters:						
□ Other			Please Spe	cify:						

	Daily	Schedule				
Day 1		Date:				
Event Staff Arrival Time		Event Staff Departure Time				
immediate use. The stage space in the form below. Please include	e scheduled times next to each categ	ed items. Any additions or alteration or checked and be as specific as p	pery will be installed and ready for ns to this configuration should be noted ossible. Detailed information is the key to ay result in un-estimated charges being			
	Scheduled T	asks for the Day:				
Insta	llation	Rehearsal/Pe	rformance/Strike			
□ Load In □ Scenery □ Flown □ Freestanding □ Risers	Scheduled Time	☐ Rehearsal ☐ Staging/No Tech ☐ Full Tech ☐ Dress Rehearsal	Scheduled Time			
☐ Lights ☐ Custom Plot ☐ Focus ☐ Program Cues	Scheduled Time	☐ Event/Show ☐ Strike ☐ Scenery ☐ Lights	Scheduled Time			
☐ Sound ☐ Other PA ☐ Consoles ☐ Monitors ☐ Microphones	Scheduled Time	☐ Sound ☐ Projection ☐ Props ☐ Orchestra ☐ Lobby				
☐ Projection/Media ☐ Projectors ☐ Media Source	Scheduled Time	Day	vs Notes:			
☐ Props	Scheduled Time					
☐ Orchestra ☐ Instruments ☐ Chairs ☐ Orchestra Shell ☐ Stands/Lights	Scheduled Time					
☐ Lobby ☐ Display Tables ☐ Merchandise ☐ Concessions ☐ Decorations	Scheduled Time					

	Daily	Schedule	
Day 2		Date:	
Event Staff Arrival Time		Event Staff Departure Time	
	Scheduled ¹	Tasks for the Day:	
Te	echnical	Rehearsal/I	Performance/Strike
☐ Scenery	Scheduled Time	☐ Rehearsal	Scheduled Time
□ Lights	Scheduled Time	☐ Staging/No Tech ☐ Full Tech ☐ Dress Rehearsal	
☐ Sound	Scheduled Time		
☐ Projection/Media	Scheduled Time	☐ Event/Show	Scheduled Time
☐ Orchestra	Scheduled Time	☐ Strike ☐ Stage ☐ Lobby	Scheduled Time
□ Lobby	Scheduled Time	Lobby	
	Da	ys Notes:	
Day 3		Date:	
Day 3 Event Staff Arrival Time		Date: Event Staff Departure Time	
-	Scheduled	Date: Event Staff Departure Time Tasks for the Day:	
Event Staff Arrival Time	Scheduled	Event Staff Departure Time Tasks for the Day:	Performance/Strike
Event Staff Arrival Time		Event Staff Departure Time Tasks for the Day: Rehearsal/I	
Event Staff Arrival Time	echnical	Event Staff Departure Time Tasks for the Day: Rehearsal/I	Performance/Strike
Event Staff Arrival Time Te	Scheduled Time	Tasks for the Day: Rehearsal/I Rehearsal Staging/No Tech Full Tech Dress Rehearsal	Performance/Strike Scheduled Time
Event Staff Arrival Time Te	Scheduled Time	Tasks for the Day: Rehearsal/I Rehearsal Staging/No Tech Full Tech Dress Rehearsal Event/Show	Performance/Strike Scheduled Time
Event Staff Arrival Time Te Scenery Lights Sound	Scheduled Time Scheduled Time Scheduled Time	Tasks for the Day: Rehearsal/I Rehearsal Staging/No Tech Full Tech Dress Rehearsal Event/Show Strike Stage	Performance/Strike Scheduled Time
Event Staff Arrival Time Te Scenery Lights Sound Projection/Media	Scheduled Time Scheduled Time Scheduled Time Scheduled Time	Tasks for the Day: Rehearsal/I Rehearsal Staging/No Tech Full Tech Dress Rehearsal Event/Show Strike	Performance/Strike Scheduled Time
Event Staff Arrival Time Te Scenery Lights Sound Projection/Media	Scheduled Time Scheduled Time Scheduled Time Scheduled Time Scheduled Time Scheduled Time	Tasks for the Day: Rehearsal/I Rehearsal Staging/No Tech Full Tech Dress Rehearsal Event/Show Strike Stage	Performance/Strike Scheduled Time
Event Staff Arrival Time Te Scenery Lights Sound Projection/Media	Scheduled Time Scheduled Time Scheduled Time Scheduled Time Scheduled Time Scheduled Time	Tasks for the Day: Rehearsal/I Rehearsal Staging/No Tech Full Tech Dress Rehearsal Event/Show Strike Stage Lobby	Performance/Strike Scheduled Time
Event Staff Arrival Time Te Scenery Lights Sound Projection/Media	Scheduled Time Scheduled Time Scheduled Time Scheduled Time Scheduled Time Scheduled Time	Tasks for the Day: Rehearsal/I Rehearsal Staging/No Tech Full Tech Dress Rehearsal Event/Show Strike Stage Lobby	Performance/Strike Scheduled Time

	Daily	Schedule	
Day 4		Date:	
Event Staff Arrival Time		Event Staff Departure Time	
	Scheduled T	asks for the Day:	
Te	echnical	Rehearsal/P	erformance/Strike
☐ Scenery	Scheduled Time	☐ Rehearsal	Scheduled Time
□ Lights	Scheduled Time	☐ Staging/No Tech ☐ Full Tech ☐ Dress Rehearsal	
☐ Sound	Scheduled Time		
☐ Projection/Media	Scheduled Time	☐ Event/Show	Scheduled Time
☐ Orchestra	Scheduled Time	☐ Strike ☐ Stage ☐ Lobby	Scheduled Time
□ Lobby	Scheduled Time	LI LOUDY	
	Day	ys Notes:	
Day 5		Date:	
Day 5 Event Staff Arrival Time		Date: Event Staff Departure Time	
-	Scheduled		
Event Staff Arrival Time	Scheduled Technical	Event Staff Departure Time Tasks for the Day:	erformance/Strike
Event Staff Arrival Time		Event Staff Departure Time Fasks for the Day: Rehearsal/P	Performance/Strike Scheduled Time
Event Staff Arrival Time	echnical	Event Staff Departure Time Fasks for the Day: Rehearsal/P	
Event Staff Arrival Time Te	Scheduled Time	Rehearsal Staging/No Tech Full Tech Dress Rehearsal	Scheduled Time
Event Staff Arrival Time Te	Scheduled Time	Rehearsal Staging/No Tech Dress Rehearsal Full Tech Dress Rehearsal Event/Show	Scheduled Time
Event Staff Arrival Time Te Scenery Lights Sound	Scheduled Time Scheduled Time Scheduled Time	Rehearsal/P Rehearsal Staging/No Tech Full Tech Dress Rehearsal Event/Show Strike Stage	Scheduled Time
Event Staff Arrival Time Te Scenery Lights Sound Projection/Media	Scheduled Time Scheduled Time Scheduled Time Scheduled Time	Rehearsal Staging/No Tech Dress Rehearsal Full Tech Dress Rehearsal Event/Show Strike	Scheduled Time
Event Staff Arrival Time Te Scenery Lights Sound Projection/Media	Scheduled Time Scheduled Time Scheduled Time Scheduled Time Scheduled Time Scheduled Time	Rehearsal/P Rehearsal Staging/No Tech Full Tech Dress Rehearsal Event/Show Strike Stage	Scheduled Time
Event Staff Arrival Time Te Scenery Lights Sound Projection/Media	Scheduled Time Scheduled Time Scheduled Time Scheduled Time Scheduled Time Scheduled Time	Rehearsal/P Rehearsal Staging/No Tech Full Tech Dress Rehearsal Event/Show Strike Stage Lobby	Scheduled Time
Event Staff Arrival Time Te Scenery Lights Sound Projection/Media	Scheduled Time Scheduled Time Scheduled Time Scheduled Time Scheduled Time Scheduled Time	Rehearsal/P Rehearsal Staging/No Tech Full Tech Dress Rehearsal Event/Show Strike Stage Lobby	Scheduled Time

	Daily	y Schedule	
Day 6		Date:	
Event Staff Arrival Time		Event Staff Departure Time	
	Scheduled	Tasks for the Day:	
Te	chnical	Rehearsal/	Performance/Strike
☐ Scenery	Scheduled Time	☐ Rehearsal	Scheduled Time
□ Lights	Scheduled Time	☐ Staging/No Tech ☐ Full Tech ☐ Dress Rehearsal	
☐ Sound	Scheduled Time	☐ Event/Show	Scheduled Time
☐ Projection/Media	Scheduled Time		
☐ Orchestra	Scheduled Time	☐ Strike ☐ Stage ☐ Lobby	Scheduled Time
□ Lobby	Scheduled Time	_ 5555,	
	Da	nys Notes:	
Day 7		Date:	
Day 7 Event Staff Arrival Time		Date: Event Staff Departure Time	
-	Scheduled		<u> </u>
Event Staff Arrival Time	Scheduled	Event Staff Departure Time Tasks for the Day:	Performance/Strike
Event Staff Arrival Time		Event Staff Departure Time Tasks for the Day: Rehearsal	
Event Staff Arrival Time Te	chnical	Event Staff Departure Time Tasks for the Day: Rehearsal/	Performance/Strike
Event Staff Arrival Time Te	Scheduled Time	Event Staff Departure Time Tasks for the Day: Rehearsal Staging/No Tech Full Tech Dress Rehearsal	Performance/Strike Scheduled Time
Event Staff Arrival Time Te Scenery Lights	Scheduled Time	Event Staff Departure Time Tasks for the Day: Rehearsal Staging/No Tech Full Tech Dress Rehearsal Event/Show	Performance/Strike Scheduled Time
Event Staff Arrival Time Te Scenery Lights Sound	Scheduled Time Scheduled Time Scheduled Time	Event Staff Departure Time Tasks for the Day: Rehearsal Staging/No Tech Full Tech Dress Rehearsal	Performance/Strike Scheduled Time
Event Staff Arrival Time Te Scenery Lights Sound Projection/Media	Scheduled Time Scheduled Time Scheduled Time Scheduled Time	Event Staff Departure Time Tasks for the Day: Rehearsal Staging/No Tech Full Tech Dress Rehearsal Event/Show Strike Stage	Performance/Strike Scheduled Time
Event Staff Arrival Time Te Scenery Lights Sound Projection/Media	Scheduled Time	Event Staff Departure Time Tasks for the Day: Rehearsal Staging/No Tech Full Tech Dress Rehearsal Event/Show Strike Stage	Performance/Strike Scheduled Time
Event Staff Arrival Time Te Scenery Lights Sound Projection/Media	Scheduled Time	Event Staff Departure Time Tasks for the Day: Rehearsal Staging/No Tech Full Tech Dress Rehearsal Event/Show Strike Stage Lobby	Performance/Strike Scheduled Time
Event Staff Arrival Time Te Scenery Lights Sound Projection/Media	Scheduled Time	Event Staff Departure Time Tasks for the Day: Rehearsal Staging/No Tech Full Tech Dress Rehearsal Event/Show Strike Stage Lobby	Performance/Strike Scheduled Time

	Techn	ical Need	ls		
Stage Drapes:			Stage	Equipment:	
Please check all that you plan on using.			It technical pac	ket for available in	ventories.
☐ Grand Drape (100% Fullness)	☐ Podiums	Qty	☐ Music Stands	Qty	
☐ Black Traveler (100% Fullness)	☐ Star Drop	□ Risers	Qty	☐ Stand Lights	Qty
☐ Blackout Drop	☐ Black Scrim	☐ Chairs	Qty	□ Tables	Qty
		☐ Yamaha C7	' Grand Piano*	☐ Marley Dance F	loor*
		*Additional C	harges May Apply		
	Audio	Equipmer	nt		
Microphones			Monitors/F	Playback/Interd	com
☐ Wireless Lapel Mics Qty	-	☐ Monitor	S		
☐ Wireless Handheld Mics Qty	-		.2" Monitor Wedge HotSpot Monitor		
☐ Wired Vocal Mics Qty	-			ζ.,	
☐ Area Mics Qty	_	☐ Playback			
☐ Instrument Mics		☐ CD ☐ Computer ☐ MP3			
☐ Piano	-				
☐ Drums Qty	-				
☐ Guitar Qty ☐ Bass Qty		☐ Clear-Co	m Intercoms	Qty	
☐ Strings Qty					
☐ Brass Qty		☐ We are s	supplying a FOH Eng	gineer for this event	
☐ Percussion Qty	-				
☐ Other Qty	-				
**Please attach proposed input List if you a	re using more thar	1			
10 microphones					
Lighting Equipmen	nt		P	rojection	
☐ We will be using the House Repertory Plot					
we will be using the House Repertory Plot				ne House Projectors and	d
☐ We will be using the House Repertory Plot bu	_	☐ Projecting onto house screen			
			Projecting onto cyc Projecting onto		
			rojecting onto		
		☐ Media Source for projection will be			
☐ We will be hanging and focusing our own plot	:		louse Blu-Ray Playe	er	
☐ Spotlights are needed for this event Qty			louse Computer		
☐ Venue Operators		□ F	Renter supplied con	nputer	
☐ We will supply the operators			ha hata t	- constant	
☐ We are supplying a light board programmer fo	or this event			n projectors and screens	
**Please attach proposed light plot and paperwo	ork if you are using	**Please no		charges may apply whe	n using house
your own plot.		projection			

	Venue Sup	plied La	abor	
I .	de a sound board operator, light	•		application. Four crew positions are the e position on each side of the stage.
☐ Stagehands Qty		Qty	·	☐ Stage Manager
☐ Flymen Qty	Spot Operato	rs Qty		☐ Projectionist
□ Wardrobe Qty	Audio	Qty		☐ Lighting Designer
Number of crew member	ers being supplied by r	enter:		
	Front of Ho	ouse/Lo	bby	
We will be supplying the	eatre programs for the patror	ns:	Yes	□ No
	Concessions/	/Mercha	andise	
□ Food	□ Drinks		Gifts/Collectabl	es
☐ Pre-packaged Food Items	☐ Water		☐ Clothing	
☐ Catered Meal	☐ Sodas/Juice		□ CD's	
☐ Catered Hors d'oeuvres	☐ Alcohol*		☐ Flowers	
			☐ Toys	
	*Please refer to User Guide for ald service procedures	cohol	•	ease Specify:
	Additional Facili	ties and	d Services	
Please	e describe any additional faciliti	es or servi	ces your even	t will require:
	Box (Office		
			-	ish for our box office to sell your tickets s to forward buyers directly to you.
☐ We would like the District t	o sell our tickets.	□ We v	vill be selling	our own tickets.
		Telephor	oo#to Durcha	se Tickets:
Please contact the PAC Box Office M arrangements.	anager at 661-362-5307 to make			Website:

References						
	Bank Reference	Credit Reference				
Bank Name		Organization Name				
Street Address		Street Address				
City, State, Zip		City, State, Zip				
Phone:		Phone:				
Contact Name/Title		Contact Name/Title				
Pr	revious Venue Rental #1	Previous Venue Rental #2				
Venue Name		Venue Name				
Contact Name/Title		Contact Name/Title				
Street Address		Street Address				
City, State, Zip		City, State, Zip				
Phone:		Phone:				
Date of Rental		Date of Rental				

SANTA CLARITA PERFORMING ARTS CENTER AT COLLEGE OF THE CANYONS THEATER FACILITIES USE AGREEMENT

DATE	ORGANIZATION				CITY
	NAME				DIRECT COST ☐
	("ORGANIZATION")				FAIR MARKET □
STREET	,		CITY,	•	
ADDRESS			STATE, Z	ZIP	
INITIAL			TELEPH	ONE	
CONTACT NAME	<u>:</u>		NUMBER	₹	
CONTACT NAME			CELL		
AT EVENT			NUMBER	₹	
TITLE OF PERFO	DRMANCE/EVENT ("EVENT")		DATE(S)	/TIME(S) (OF USE-TECHNICAL
			WORK:		
			DATE(S)	/TIME(S) O	F USE-REHERSALS:
			ì	. ,	
NATURE OF USE	Ē				
			DATE(C)	/TIME(C) O	ELICE EVENT.
			DATE(S)	/TIME(S) O	F USE-EVENT:
				Ir————	
		TOTAL ES			
			OSTS OF	\$	
			GEMENT		
		(EXI	HIBIT "A")		
		DESE	INITIAL	.	
			RVATION	\$	
			DEPOSIT		

- 1. <u>GENERAL.</u> Santa Clarita Community College District, a California Community College District, ("District"), is authorized by the California Education Code, Section 82537, to allow the use of its facilities by the general public. Such facilities include the Santa Clarita Performing Arts Center at College of the Canyons, the theaters contained therein, and related ancillary facilities, ("Center").
- 2. <u>SCOPE OF USE.</u> In consideration of Organization's full and complete performance of its obligations hereunder, the District hereby grants to Organization a revocable license to use that portion ("Event Facility") of the Center as listed on the "Event Facilities for Organization's Engagement", Exhibit "B", attached hereto and incorporated herein by this reference, for the purpose of rehearsing and/or staging the Event, and for no other purpose whatsoever. Organization agrees to rehearse and/or stage the Event at the Center in accordance with the terms and conditions hereof. Organization acknowledges and agrees that no legal title, leasehold or other interest in the Center, including the Event Facility, is created or vested in Organization as a result of this Agreement and/or Organization's use of the Center.
- 3. <u>TERM.</u> The term of this Agreement shall commence as of the date this Agreement is issued by the District and delivered to Organization ("Acceptance Date") and shall terminate at 11:59 PM on the date of the last Event, unless otherwise set forth on the "Event Schedule", included in Exhibit "A", ("Expiration

Date")("Term"). Should the technical and production work on the Event not be completed by the Expiration Date, the Expiration Date shall automatically extend until all technical and production work is completed and Organization will be charged per User Guide. This Agreement shall not become effective until receipt by District of this document fully-executed by District's Authorized Issuer and Organization accompanied by Organization's Initial Reservation Deposit. Prior thereto, this Document shall constitute merely an application by Organization to use the Center.

4. FEES AND COSTS / RATES.

- a) <u>Obligations of Organization.</u> Organization shall be solely responsible for and shall make timely payment of all costs and expenses related to or arising from Organization's use of the Center and the staging of the Event ("Event Costs"). In furtherance hereof and without limitation, Organization shall pay the District all fees and charges related to its use of the Center, as set forth in the governing Santa Clarita Performing Arts Center at College of the Canyons User Guide ("User Guide") in effect at the time District accepts Organization's deposit, which User Guide is incorporated herein by this reference, attached hereto as Exhibit C. Organization acknowledges that the "Total Estimated Costs of Engagement" set forth above is an estimate only and sums owing to the District by Organization with respect to Organization's use of the Center may be greater than the "Total Estimated Costs of Engagement" set forth above.
- b) <u>Rights of District.</u> Notwithstanding anything contained herein to the contrary or otherwise, the District reserves the right to establish, in its own discretion, the nature and extent of all labor, including ushers and security personnel, and other support necessary to rehearse and/or stage the Event in the Center. In the event the District determines that labor or other support is necessary, in addition to that proposed by Organization, the District shall have the right to require Organization to provide such additional labor and/or support at Organization's sole cost and expense. In the event Organization fails to provide such labor and/or support as requested by the District, the District shall have the right, in its discretion, to (i) terminate this Agreement, or (ii) provide such additional labor and/or support, in which case Organization shall be solely responsible for all costs and expenses associated therewith.

5. PAYMENT TERMS.

a) Payment of Event Costs.

- i. <u>Payment of Estimated Costs.</u> Organization agrees to make payment to the District of the Total Estimated Costs of Engagement in accordance with Exhibit "A", attached hereto and incorporated herein by this reference.
- ii. <u>Payment of Balance of Event Costs / Settlement Statement.</u> The District shall deliver a settlement statement ("Statement') to Organization following the Expiration Date, which Statement shall set forth the total Event Costs, all Deposits made by Organization in connection therewith, and ticket revenues received by District on behalf of Organization's Event.

In the event the Deposits and Revenues cover the costs, including direct costs, charged/incurred by the District, and there is an unused balance ("Statement Balance"), such Statement Balance will be reflected on the Statement. District will make the appropriate payment within ten (10) business days after District's receipt of Organization's written acceptance of Statement.

In the event Deposits and Revenues do not cover the costs, including direct costs, charged/incurred by the District, Organization will be invoiced for the difference ("Balance Owing") between the Deposit and Revenue amounts and the amount of the direct costs as reflected on the Statement. Organization agrees to pay, without further demand, any Balance Owing the District pursuant to the Statement within ten (10) business days of date of District mailing Statement to Organization.

- b) <u>Delivery of Payments.</u> All sums owing by Organization hereunder shall be paid in lawful money of the United States of America by certified or cashier's check and shall be delivered to Theatre Director Santa Clarita Community College District, 26455 Rockwell Canyon Road, Santa Clarita, California 91355.
 - 6. RESERVATION DEPOSIT. Prior to use of the Center, Organization shall deliver the Initial Reservation

Deposit to the District concurrently with its execution of this Agreement to secure the Event Facility. Failure to meet balance of deposit deadlines, as described in User Guide, will result in the automatic termination of this Agreement and any rights of Organization to use the Center, including the Event Facility. The District shall have the right to deduct the Statement Balance and/or any costs and/or expenses incurred by the District in remedying any breach by Organization of its obligations hereunder ("Deductible Costs") from the Reservation Deposit. In the event Organization cancels this Agreement, the District shall be entitled to retain some or all of Reservation Deposit, as described in the User Guide, in addition to its other rights and remedies. Notwithstanding the foregoing, Organization acknowledges and agrees that the Reservation Deposit does not constitute a limitation on Organization's liability under this Agreement nor a waiver by the District of any of its rights and remedies, including, without limitation, the right to seek payment by Organization of (i) the Statement Balance, and/or (ii) the difference between the damages suffered by the District as a result of Organization's breach of this Agreement and the amount of the Reservation Deposit.

- 7. "AS-IS". The District makes no representation or warranty to Organization of any kind, express or implied, regarding the Center, the Event Facility, any related technical facilities and/or any equipment or personnel provided by the District. Organization hereby agrees that the Center, the Event Facility, and the related technical facilities and such equipment are all being licensed for use by Organization on an "as-is", "where-is" and 'with any and all faults" basis, without representation or warranty, whether express or implied, of any kind whatsoever. In furtherance hereof and without limitation, Organization acknowledges that it has inspected the Center, the Event Facility and the related technical facilities and the equipment, is satisfied with the condition and fitness thereof, and accepts same "as is", with any and all faults and without warranty, express or implied, including, without limitation, any warranty of fitness for Organization's particular purposes. Organization expressly waives any and all claims for defects in the Center, the Event Facility, and the related technical facilities and the equipment, including any latent defects therein.
- 8. <u>ALTERATIONS.</u> Organization shall not make any alterations, changes, or improvements to, or decorate, the Center, including the Event Facility, without the prior approval of both the District, in its sole discretion, and all governmental authorities having jurisdiction thereof. Without limitation of the foregoing, Organization agrees to restore the Center and the Event Facility, as of the Expiration Date, to exactly the same condition as the Center and Event Facility was delivered to Organization by the District.
- 9. <u>USER GUIDE, POLICIES, RULES AND REGULATIONS.</u> Organization agrees to be bound by all District policies (a full set may be accessed in the District's Library), rules and regulations. In furtherance hereof and without limitation, Organization acknowledges receipt of a copy of the currently in effect and governing User Guide which includes rules, regulations and an overview of appropriate policies, which publications, as amended from time to time, are incorporated herein by this reference.
- 10. INSURANCE. Organization shall secure and maintain in full force and effect, at Organization's expense, comprehensive general liability insurance with limits of not less than Five Million Dollars (\$5,000,000,00) per occurrence with coverage for incidental contracts. Organization agrees to name the Santa Clarita Community College District, College of the Canyons Foundation, District's Board of Trustees, and its officers, agents, employees, and volunteers as Additional Insureds under said policy. Such insurance shall provide thirty (30) days prior written notice of cancellation, shall be primary and non contributing and all insurers shall be admitted carriers in the State of California and have a Best Rating of "A" or better. Furthermore, all Organization's insurance shall contain a waiver of subrogation against all Indemnified Parties, as defined below. Organization shall also secure and maintain: (i) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence, (ii) Worker's Compensation Insurance as required by statutory insurance requirement of the State of California, (iii) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000), and (iv) Accident/Medical Insurance coverage for any participants and/or volunteers not covered under Worker's Compensation with limits of not less than Twenty-Five Thousand Dollars (\$25,000) per occurrence for each event date as stated in this Agreement. Organization shall deliver Certificate(s) of Insurance, along with a copy of the Additional Insured Endorsement, to the District at two (2) weeks in advance of Organization's first use of the Center hereunder. Failure by the District to receive said Certificates in accordance herewith will result in the automatic termination of this Agreement and any rights of Organization to use the Center.

11. RIGHTS AND ROYALTIES.

- a) <u>Literary Rights.</u> Organization represents and warrants to the District that it retains all rights and licenses required to stage the Event at the Center or otherwise and its use of the Center and/or its production and/or staging of the Event will not violate or infringe upon any copyright, literary or other rights of any person or entity. In furtherance hereof and without limitation, Organization agrees to fully comply with all copyright laws and regulations, and agrees to make payment to all third parties as is required to maintain the truth and veracity of the foregoing representation and warranty, including, without limitation, payment of all royalties due for use of any copyrighted works utilized as part of or incorporated in the Event. Organization agrees to provide the District with satisfactory evidence of its compliance with its obligations hereunder within five (5) business days of request therefore from the District.
- b) <u>BMI / SESAC / ASCAP.</u> Organization acknowledges and agrees that any Event which includes music is subject to BMIISESACIASCAP fees, which fees are payable by Organization. In furtherance hereof, Organization agrees to make prompt payment of such fees and provide the District with evidence thereof, within five (5) business days of request therefore from the District.
- c) <u>Reproduction Rights.</u> Unless otherwise agreed in writing between Organization and the District, neither party shall have the right to reproduce the Event or any part thereof at the Center, whether on film, tape, video or otherwise, nor shall either party have the right to broadcast any or all of the Event from the Center, whether by live or delayed radio, television broadcast, or otherwise.
- 12. SURRENDER OF CENTER / REMOVAL OF PROPERTY. Organization agrees to vacate the Center and remove all of its equipment and other personal property from the Center on or before the Expiration Date. As of the Expiration Date and without limitation of Organization's other obligations hereunder, Organization agrees to surrender possession of the Center to the District in same conditions as it was delivered to Organization, without damage thereto whatsoever. In furtherance hereof, Organization agrees that time is of the essence with respect to its obligations hereunder. In the event Organization fails to vacate the Center and remove its equipment and/or other personal property as required herein, such equipment and/or other personal property shall be deemed abandoned by Organization and the District may dispose of same as it sees fit, inclusive of the right (but not the obligation) to store same at the expense of Organization. Organization shall be solely responsible for all damages, including costs and expenses, incurred by the District in furtherance of its rights hereunder.
- 13. RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. Organization agrees to indemnify, defend, and hold harmless District, its affiliates, subsidiaries, authorized representatives, directors, officers, agents, and employees (collectively the "Indemnified Parties") against all liability for any costs, damages, judgments, awards, expenses, fines, penalties, attorneys' fees, or other claims for damages in connection with any suit, complaint, charge, proceeding, or action of any kind arising out of the use of the Center by Organization made or suffered by any person or entity, including, but not limited to, any person attending an Organization event, any person using the Center at the direction of the Organization (including Organization employees, guests or third parties hired by Organization to perform any activity on or around the Center), or the District. This duty to defend and indemnify includes, but not limited to, any liability for damages related to (1) death or bodily injury to any person while using, attending, or traveling to or from, the Center for any Organization event regardless of the claimed cause of the death or injury; (2) injury to, loss or theft of property incurred during, or as the result of, the use of the Center by the Organization regardless of the claimed cause of the loss; (3) any failure or alleged failure by the Organization or any attendee of an Organization event to comply with any provision of law applicable to the Center, (4) any failure or alleged failure of the Organization to meet its obligations and responsibilities as set forth in this Agreement or (5) any other loss, damage or expense arising under either (1), (2), (3) or (4) above, sustained by the Organization, the District, or any person or entity entering the Center to attend an Organization event conducted pursuant to this Agreement, except for liability resulting from the sole negligence of the District. Organization is solely responsible for ensuring the Center is sufficient for the event(s) it conducts pursuant to this Agreement and shall indemnify and hold the District harmless for any claim or damage arising from any allegation that the Center facilities are insufficient or non-compliant with any applicable regulation or law as the result of any event conducted by Organization pursuant to this Agreement. This hold harmless and indemnification includes, but is not limited to, compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.
- 14. <u>PROMOTION / USE OF TRADEMARKS.</u> Organization agrees to comply with all rules and regulations of the District respecting promotion of the Event at the Center. In furtherance hereof, Organization acknowledges receipt of those promotional guidelines as published in the User Guide, the terms and conditions

of which, as same may be amended from time to time, are incorporated herein by this reference. In furtherance hereof and without limitation, the District shall have the right to review and approve all publicity and promotional materials related to Organization's use of the Center, including the Event Facility, and Organization agrees to provide the District with copies of all such materials at least fourteen (14) days prior to the distribution date of such materials. Other than as set forth herein, Organization shall not use the name of the District or any trademark's or logo's thereof, without the prior written approval of the District.

- 15. <u>TICKETING / BOX OFFICE SERVICES.</u> Organization agrees that all ticketing, including the sale thereof, and use of District's Box Office in respect of the Event shall be undertaken in accordance with those procedures set forth in the User Guide. In the event Organization contracts District's Box Office services, a separate Addendum detailing the specific services will be prepared and become an integral part of this Agreement.
- 16. <u>CONCESSIONS FOOD</u>, <u>BEVERAGES AND MERCHANDISE</u>. The Foundation has been granted the exclusive right, exercisable in its sole discretion, to operate or contract with third parties to operate concessions from the Center and/or in respect of the Event. Organization agrees that all concessions in respect of the Event shall be undertaken in accordance with those procedures set forth in the User Guide.
- 17. <u>ALCOHOLIC BEVERAGES (IF APPLICABLE)</u>. Organization certifies that it is qualified to serve alcoholic beverages at Event by meeting the criteria established in California Business and Professions Code section 25608, specifically:

Organization is a non-profit and the Event is held to benefit Organization.

Organization is a non-profit organization that is a public benefit corporation under the California Corporations Code, Organization leases the Center, and the Event is not sponsored by the District.

Organization holds a special event defined as an event held with the permission of the governing board of the District that is a festival, show, private party, concert, theatrical production, or other event for which the principal attendees are members of the general public or invited guests and not students of the District.

Organization holds a special event at a time when pupils are not on the grounds.

Organization agrees that it in order to serve alcoholic beverages at the Center, it must obtain a license or special permit to do so from the department of Alcoholic Beverage Control. A copy of the license or permit must be provided not less than two weeks prior to the Event. Organization must also obtain Liquor Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence or claim as part of, or in addition to, insurance required under paragraph 10 of this Agreement. Organization agrees to name the Santa Clarita Community College District, College of the Canyons Foundation, District's Board of Trustees, and its officers, agents, employees, and volunteers as Additional Insureds under said policy. A copy of the liquor liability insurance certificate and Additional Insured Endorsement must be provided to the District not less than two (2) weeks before the Event. District reserves the right to revoke the ability to sell alcohol if evidence is not provided in accordance with these requirements.

18. <u>PARKING.</u> Events determined by the District to be too large to be managed by District's normally-scheduled staff will require that Organization arrange for and be responsible for the payment of: (a) an approved, bonded, licensed and insured event parking service and/or (b) approved, bonded, licensed and insured uniformed security guard service and/or (c) off-duty law enforcement personnel. Such determination will be at the District's sole discretion. All motor vehicles must be parked in designated parking spaces only and shall abide by any/all posted and/or painted restrictions. Violators will be cited and/or towed at owner's expense.

It shall be the sole responsibility of the Organization to make the required parking and security arrangements and payments directly to the parking and/or security provider. Written proof of District-required event parking service and/or security must be provided to the District at least two (2) weeks prior to the event. Failure to provide required parking and/or security will lead to cancellation of this Agreement.

19. <u>COMPLIANCE WITH LAW.</u> Organization agrees that its use of the Center and its staging of the Event shall at all times be in full and strict compliance with all governing laws, ordinances and regulations.

- 20. <u>NON-DISCRIMINATION.</u> Organization, its agents, officers, employees, representatives, subcontractors and all persons acting on its behalf, shall not engage in any unlawful discrimination on the basis of race, color, religion, national origin, ancestry, sex, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status and shall comply with all applicable federal, state and local laws and regulations relative thereto.
- 21. <u>NON-ASSIGNABILITY</u>. This Agreement may not be assigned by Organization. The District may assign its rights and obligations hereunder, however, in accordance with California Education Code Section 72671, to any auxiliary organization of the District.
- 22. <u>LABOR MATTERS.</u> Organization shall comply with all laws, rules and regulations regarding labor as applicable to the Center and the rehearsing and staging of the Event thereat. Organization agrees that it shall not engage any persons in connection with its use of the Center and/or the Event who would cause the District to be in breach of any Collective Bargaining Agreement ("CBA") to which the District is a party, or which would cause or permit any labor organization with which the District has a CBA to contend successfully that an unfair labor practice has been committed. In furtherance hereof, Organization agrees to comply with all requirements of such CBAs with respect to Organization's use of the Center. Organization acknowledges and agrees that in addition to any other rights and remedies in the event of the breach by Organization of its obligations hereunder, Organization shall be solely responsible for all costs, expenses and penalties provided for in the CBAs as a result of the breach by Organization of the CBAs and/or its obligations pursuant to this Paragraph 21.
- 23. <u>FIRE REGULATIONS.</u> All property of Organization within the Center, including stage scenery, shall be fire resistant or flame-proofed in accordance with all governing laws, regulations and/or ordinances. No device which produces flames, sparks, smoke or explosions shall be used in the Center or other District facility. The use of any material or device which constitutes a fire hazard is expressly prohibited. Without limitation of anything otherwise contained herein, Organization hereby releases the District from any and all liability for any loss or damages to Organization's personal property, whether caused by fire or other extended coverage perils, notwithstanding that such fire or other casualty shall be due to the negligence of any of the Indemnified Parties.

24. TERMINATION.

- a) <u>Termination by District.</u> The District shall have the right to immediately terminate this Agreement and Organization's rights hereunder in the event of the breach of any provision of this Agreement by Organization. Furthermore, the District reserves the right to terminate or cancel this Agreement and the rights of Organization hereunder, with cause, at any time. For purposes hereof, "cause" shall mean (i) the breach by Organization of any provision of this Agreement, (ii) the occurrence of any Force Majeure Event, as defined below, (iii) the determination by the District, in its sole discretion, that the nature or content of the Event is inappropriate, based on the California Education Code and the District's guidelines, and/or (iv) the determination by the District, in its sole discretion, that such action is in the best interests of the Center and/or the District. Any cancellation and/or termination hereunder shall be without liability whatsoever to the District, Organization and/or any third party. In the event the District is unable to make the Center available to Organization hereunder for any reason, the extent of the District's liability, if any, shall be limited to the amount of the Reservation Deposit paid by Organization as of the date of cancellation by the District. The District may exercise its right of termination hereunder by delivering written notice to Organization by United States Certified Mail, postage prepaid, return receipt requested, mailed to Organization at the address shown above.
- b) <u>Force Majeure.</u> The parties to this Agreement shall be excused from performance hereunder during the time, and to the extent, that they are prevented from obtaining, delivering or performing by any Force Majeure Event, as defined herein. For purposes hereof, "Force Majeure Event" shall mean any act of God, fire, earthquake, flood, hurricane, tornado, labor strike, loss or shortage of transportation facilities, lockout or commandeering of the Center and/or the Event Facility by the government, and/or damage to the Center and/or the Event Facility such that the use thereof would be dangerous, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the nonperformance is not due in whole or in part to the fault or neglect of the party not performing.
- 25. <u>BREACH BY ORGANIZATION.</u> In the event of any breach of this Agreement by Organization, including, without limitation, any cancellation of the Event by Organization for any reason whatsoever, District shall be entitled to retain the full amount of all deposits made by Organization, including, without limitation,

deposits and/or any other costs incurred by the District in respect of the Total Estimated Costs of Engagement and the Reservation Deposit, in addition to any other rights and/or remedies available to the District, at law and in equity, as a result of such breach.

- 26. <u>TICKETS.</u> Organization agrees allocate for District use five (5) pairs of tickets, a total of ten (10) tickets, for each Performance at the Event Facility, which tickets shall be for seats located in the center orchestra section, rows F-M. Tickets not purchased by the District within seventy-two (72) hours of the Performance shall automatically be released back to Organization.
- 27. <u>NO ENDORSEMENT/NO SURRENDER.</u> By entering into this Agreement, the District is not, in any way, endorsing the Event nor is the District in any way surrendering its rights to manage or supervise its property, including, without limitation, the Center.
- 28. <u>RIGHT OF ENTRY.</u> Notwithstanding anything contained herein to the contrary, the District shall have the right to freely enter upon all or any portion of the Center at any time for any purpose whatsoever and the Center, including the Event Facility, shall at all times be under the charge and control of the District. In furtherance hereof but without limitation, the District reserves the right to alter, repair or add to the Center, including the Event Facility, and to remove from the Center, including the Event Facility, any employees, agents, contractors or invitees of Organization, in its sole discretion, without liability to Organization and/or any such person.
- 29. <u>UTILITIES</u>. The Center Use Fee includes normal and reasonable lighting, electricity, water, sewer, gas, heating and air conditioning to serve the Center during the Term, as determined by the District, in its sole discretion. Organization shall be solely responsible for any costs and expenses arising from any extraordinary use of any such utilities by Organization, also as determined by the District in its sole discretion and Organization agrees to make payment therefore, in addition to the Center Use Fee. In addition, Organization shall, at its own cost and expense, pay for all long distance telephone charges incurred by Organization during the Term. No interruption, stoppage or malfunction of any utility services, whether such services are provided by the District or by Organization, shall constitute a breach by the District of its obligations hereunder, render the District liable for damages to Organization, or entitle Organization to be relieved of any of its obligations hereunder.
- 30. <u>TAXES.</u> Organization shall be solely responsible for all taxes and assessments of whatever nature due by reason of Organization's use of the Center or otherwise.
- 31. <u>WAIVER OF CONSEQUENTIAL DAMAGES</u>. Notwithstanding any thing contained herein to the contrary or otherwise, Organization hereby waives and releases each of the indemnified parties from any and all claims for consequential damages, including, without limitation, any claim for lost or prospective profits or for any other special, indirect, incidental, consequential, exemplary or punitive damages, whether in tort, contract or otherwise, and whether or not caused by or resulting from the districts sole or concurrent negligence or the negligence of its affiliates or related parties, including claims of arising out of third party claims against Organization arising out of the foregoing.

32. PARTICIPANTS AND VOLUNTEERS.

- a) <u>Rights of District.</u> All persons in any way involved in the Event and all Volunteers must be approved by the District prior to Organization's use of the Center, which approval may be exercised by the District in its sole discretion. In furtherance hereof and without limitation, all Volunteers shall timely complete and execute such documentation as the District shall require, including, without limitation, such applications, waivers and releases as shall be presented to Organization and/or Volunteer by the District. The District reserves the right to require any Volunteer to attend orientation and/or training sessions sponsored by the District and/or supervise all activities of any Volunteer(s) at the Center. Organization agrees to reimburse District for all costs incurred by District hereunder.
- b) <u>Waiver Form.</u> Organization shall be responsible for obtaining and retaining signed copies of an appropriate Waiver and Release of Liability Form ("Waiver Form") from each Volunteer participating in Organization's Event. If Volunteer is a minor, Parent/Guardian shall sign and attest to the Waiver Form. Organization shall ensure that all Volunteers provide a Waiver Form before participating in any event or program that occurs on, or involves, District facilities or other facilities not owned by District.

Each Waiver Form shall be provided to the District within five (5) days prior to Organization's use of the facilities. District may modify the Waiver Form to include additional conditions deemed appropriate based on the specifics of the program at District's sole discretion. District shall not be held responsible for any liability or claim resulting from a Volunteer's failure to provide a signed Waiver Form.

c) <u>Indemnification.</u> Notwithstanding anything contained herein to the contrary or otherwise, Organization hereby indemnifies and holds the Indemnified Parties from and against any and all losses, liabilities, damages, claims, demands, actions, judgments, causes of action, assessments, costs and expenses, including reasonable attorneys' fees and costs and any insurance deductible of the District, asserted against, resulting to, imposed upon or incurred or suffered by the Indemnified Parties or any of them, directly or indirectly, in any way related to or arising from any Volunteer's use of the facilities or activities.

33. MISCELLANEOUS PROVISIONS.

- a) <u>Choice of Law and Venue.</u> This Agreement is to be governed by and interpreted in accordance with the laws of the State of California. If any action is brought arising out of this Agreement, including but not limited to, any claim for breach of the same, interpretation of the same, cancellation or specific performance, said action shall be brought in the appropriate court in Los Angeles, California.
- b) <u>Entire Aqreement.</u> This Agreement, including all information incorporated herein by reference, sets forth all (and is intended by all parties to be an integration of all) of the representations, promises, agreements and understandings among the parties hereto with respect to the subject matter hereof. Without in any way limiting the foregoing, this Agreement supersedes any and all prior or contemporaneous oral or written communications and/or agreements between the parties hereto, all of which are merged herein.
- c) <u>Burden and Benefit.</u> Except as herein otherwise specifically provided, the covenants and agreements contained herein shall be binding upon and inure to the benefit of the heirs, devisees, executors, personal representatives, administrators, successors and assigns of the respective parties hereto.
- d) <u>Disputes To Be Arbitrated</u>. The Parties desire to resolve as quickly as possible any disputes as to the meaning of any portion of this Agreement, the validity of any determination or calculation, or the rights or obligations of the Parties pursuant hereto. Therefore, any such disputes shall be resolved by binding arbitration conducted by a retired judge of the Superior Court of and for the County of Los Angeles selected by the Parties. If the Parties are unable to agree on the choice of arbitrator within thirty days of a Party's request for arbitration, the Parties shall request that the presiding judge of the Superior Court of and for the County of Los Angeles designate an arbitrator to hear and rule on the dispute. The arbitrator shall comply with all applicable substantive and procedural statutory, regulatory and decisional law, and any failure to so comply shall be grounds for vacation of the arbitrator's ruling. Each Party shall pay one-half the cost of the arbitration and each shall be responsible for its own attorneys' fees and costs as to any such arbitration.
- e) <u>Descriptive Headings.</u> The headings of the articles and sections of this Agreement are inserted for convenience only, shall not be deemed to be a part of this Agreement, and in no way define, limit, extend or describe the scope or intent of this Agreement or of any provision(s) hereof. In the event of any conflict between any heading and any provision(s) hereof, the provision(s), and not the heading, shall govern and control the construction of this Agreement.
- f) <u>Modifications and Amendments.</u> No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all the parties hereto.
- g) <u>Waiver.</u> No waiver of any provision of this Agreement and/or rights or obligations of any party hereunder shall be effective, except pursuant to a written instrument signed by the party or parties waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing. Failure of the District to insist upon strict performance of any of the terms and conditions of this Agreement, or the failure or delay of the District to exercise any of its rights or remedies under this Agreement or provided by law, or the acceptance of payment or other performance by Organization shall not release Organization from any or all of its obligations under this Agreement and shall not be deemed a waiver of any right of the District to insist on strict performance hereof.
 - h) <u>Attorneys' Fees.</u> In the event any dispute or controversy arises with respect to this Agreement,

the prevailing party shall be entitled to recover reasonable costs and attorneys' fees from the other party, whether such dispute or controversy is resolved by arbitration, judicial or administrative order, settlement or appeal.

- i) <u>Time of Essence.</u> Time is of the essence of this Agreement and each and every provision hereof.
- j) <u>Survival of Representations and Warranties.</u> All representations, warranties, covenants and agreements of the parties contained in this Agreement or in any instrument or other writing provided for herein shall survive the execution and delivery of this Agreement.
- k) <u>No Partnership.</u> The within Agreement is a license agreement, and nothing contained herein shall be deemed to constitute or create a joint venture, partnership or landlord-tenant relationship between the parties.
- I) <u>Exhibits and Incorporated Documents.</u> Organization acknowledges that it has read all Exhibits attached hereto and all documents and publications of the District referenced and incorporated herein, including, without limitation, the User Guide, and agrees to be bound by the provisions thereof.
- m) Full Authority. Signatory to this Agreement represents and warrants that he/she/it has the full right, power, legal capacity and authority to enter into and perform such parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith. The person signing this Agreement on behalf of an entity represents and warrants that he/she has the full right, power, legal capacity and authority to sign this Agreement on behalf of such entity.

ORG	ANI.	ZAT	TION
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BY:
Signature of Authorized Organization Representative
Print
Name
Print
Title Title
Date
Social Security #
Or Federal Tax ID #

Agreement Issued by District	
	Date Agreement Issued:
Signature of Issuing District Representative	
Jerry L. Buckley Assistant Superintendent/Vice President, Academic Affairs	
Print Name and Title	

CERTIFICATE OF LIABILITY INSURANCE THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION				
PRODUCER XYZ INSURANCE AGENCY	THIS CERTIFICATE IS ISSUED AS A MATTER OF II CONFERS NO RIGHRS UPON THE CERTIFICATE DOES NOT AMEND, EXTEND OR AFFORDED BY THE POLICIES BELOW.	ICATE HOLDER. THIS		
	INSURERES AFFORDING COVERAGE	NAIC#		
INSURED	INSURER A:			
VOVD DYFODM A TYON WEDE	INSURER B:			
YOUR INFORMATION HERE	INSURER C:			
	INSURER D:			
	INSURER E:			

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL OF THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	3
		GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIM S MADE OCCUR				EACH OCCURRENCE GENERAL AGGREGATE	\$5,000,000
		GENERAL AGGREGATE LIMIT APLIES PER X POLICY PROJECT LOC					
		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS OTH:				COMBINED SINGLE LIMIT (EA ACCIDENT) BODILY INJURY (PER PERSON) BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE (PER ACCIDENT)	\$5,000,000
		GARAGE LIABILITY					
		EXCESS/UMBRELLA LIABILITY					
1	LIABILI ANY PRO OFFICER	RS COMOPENSATION & EMPLOYERS' TY OPRIETOR / PARTNER / EXECUTIVE / R / MEMBER EXCLUDED? escribe under SPECIAL PROVISIONS below				WORKERS' COMP EL – EACH ACCIDENT	STATUTORY LIMITS \$1,000,000
1	INDIVID COMPEN	ACCIDENT / MEDICAL EXPENSE FOR UALS NOT COVERED UNDER WORKERS' SSATION, E.G., VOLUNTEERS, ETC.				ACCIDENT / MEDICAL	\$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMETN / SPECIAL PROVISIONS

Use of Santa Clarita Performing Arts Center at College of the Canyons on MM/DD/YY

NOTE: Certificate Holder(s) must be shown as Additional Insureds.

CERTIFICATE HOLDER

Santa Clarita, CA 91355

Santa Clarita Community College District and College of the Canyons Foundation; Their Board Members, Officers, Agents & Employees c/o Risk Management Department 26455 Rockwell Canyon Road

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL - 30-DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NOT OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURERE, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPESENTATIVE

SAMPLE - COMMERCIAL

VOLUNTARY ACTIVITIES PARTICIPATION FORM PERFORMING ARTS CENTER WAIVER & RELEASE OF LIABILITY & INDEMNITY AGREEMENT

I,, ("Participant") voluntarily wish to participate in
on, 20, ("Performance"), to be held at the Santa Clarita Performing Arts
Center at College of the Canyons. I will not receive any compensation or other remuneration for my participation.
In consideration for allowing me to participate in the User Organization's Performance and its Voluntary Activities, I
acknowledge and agree to and/or represent the following:
I AM FULLY AWARE THAT THE VOLUNTARY ACTIVITES MAY BE PHYSICALLY DEMANDING AND POSSIBLY DANGEROUS, AND HAVE A RISK OF SERIOUS INJURY OR DEATH. I HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS OF PERSONS INVOLVED WITH THE PERFORMANCE AND THE VOLUNTEER ACTIVITIES AND HAVE SATISFIED MYSELF THAT I AM FULLY ADVISED OF THE INHERENT RISK AND HAZARDS INVOLVED. I HEREBY ACCEPT ANY AND ALL RISK OF INJURY AND/OR DEATH TO AND/OR OF ANY PROPERTY DAMAGE.
I hereby fully and completely waive, discharge and release any and all claims I may now or in the future have against the District, the College of the Canyons Foundation, the City of Santa Clarita, and/or any of their respective officers, directors, Board Members, trustees, employees, agents and/or representatives (individually and collectively, the "Released Parties") for injury, death or damage I may suffer, however caused, resulting from or in any way related to my participation in the Volunteer Activities and/or the Performance.
I further agree that I will not make a claim against or sue any Released Parties for any injury, death or damage may suffer, however caused, as a result of my participation in the Voluntary Activities and/or the Performance.
I hereby indemnify (which means to compensate and to defend) the Released Parties from and against all actions claims, demands, damages, costs and expenses, including attorneys' fees, in any way suffered by any of the Released Parties related to or arising from my participation in the Voluntary Activities and/or the Performance.
I expressly agree that this Waiver & Release is intended to be as broad and inclusive as permitted under California Law. I further agree that in the event any provision of this Waiver & Release is held to be invalid by any court, the remaining provisions will continue to be enforceable.
I agree that my agreements under this Waiver & Release are binding upon my heirs, executors, legal representatives, successors and/or assigns.
I HAVE CAREFULLY READ THIS WAIVER & RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT TO INDEMNIFY BETWEEN MYSELF AND THE RELEASED PARTIES, AND I SIGN IT OF MY OWN FREE WILL.
Signature of Participant or, if Participant is a minor, Parent/Guardian Date
☐ Check Box if Participant is a Minor
Print Name of Participant or, if Participant is a minor, Parent/Guardian

Santa Clarita Community College District **Alcohol Server Acceptance and Verification of Alcohol Policy**

Laws that govern alcohol consumption in the State of California carry punishment for all violators. All individuals involved in the service of alcohol to a minor or to an intoxicated person are liable and subject to prosecution. This liability extends to the event coordinator, the servers of alcohol and organization and its representatives.

All persons that accept responsibility for serving alcohol on Santa Clarita Community College District (SCCCD) campuses are required to read, sign and abide by the following guidelines. Additional requirements may be required but not limited to: attendance at Lead Training at the State Office of the ABC.

The Law

Every person who sells, furnishes, gives, or causes to be sold, furnished or given away, any alcoholic beverage to any OBVIOUSLY intoxicated person or person under 21 years of age is guilty of a misdemeanor. (Business and Professions Code §§ 25602, 25658.)

Right to refuse service to minors: All persons consuming alcoholic beverages at events on campuses of the SCCCD are subject to showing proof of legal age. If guests appear to be under 21 years of age and order an alcoholic beverage from a server they are required to show bona fide ID.

Servers have the legal right to refuse service to anyone who cannot produce adequate written evidence of age. Service of alcohol to minors is a crime and punishable by law.

Bona fide I.D. includes all of the following information:

 Governmental issuance Name Date of Birth Description •Current and valid (expired or temporary NOT bona fide) Photograph Examples of acceptable I.D.: California State Driver's license/I.D card Government I.D. card

Indicators of minor status or observations that require legal age verification are:

Youthful physical appearance

 Immature behavior Dress style

Accessories

Drink orders Avoidance (location of seating)

Companions who appear youthful

·Lack of I.D. excuse

Right to refuse service to intoxicated individuals: If a guest shows signs of drunkenness, that guest is NOT to be served alcoholic beverages. Servers should notify security immediately. (Read attached charts of BAC levels, Drink Guide Chart and Signs of Intoxication)

You have the legal right to refuse alcohol service to anyone you deem to be intoxicated. Service of alcohol to intoxicated individuals is a crime and punishable by law.

Signs of Intoxication (read below and attached lists)

Relaxed inhibitions

•Impaired judgment or speech

Affected actions

Loss of coordination

•Physical appearance (red eyes, disheveled clothing, etc.)

Process for refusing service

- Advise management and security.
- Be courteous, but firm don't embarrass guests if possible.
- Focus on yourself use "I" Statements. i.e. "I could get into trouble if I serve you anymore."
- Don't bargain or back down. i.e. individual says, "just one more drink and then I will leave."
- Ask security to arrange for a safe ride.
- Document the incident write down when you stopped serving and when the intoxicated guest left the establishment. Include all other pertinent details of the incident.

I, (print nan	ne) have read this form and the attached documentation. I
agree to follow the guidelines of the College of the	ne Canyons regarding the consumption of alcohol on SCCCD
campuses.	
Name:	Date:
(Signature of alcohol handler)	

This form is valid for the following date –

July 1, 2018 68