



General Procedures for Theater, Filming and Special Event Use.

The Santa Monica-Malibu Unified School District (The District) has a number of high quality Theaters, Auditoriums and Amphitheaters. These spaces are the centers of the cultural life at our schools. They are the venues for our award winning Performing Arts programs. Making them available for rental expands the cultural and entertainment opportunities for our schools and local communities.

The District performing arts spaces are managed by the Theater Operations Office. The following regulations apply to all use of Theaters and Auditoriums:

1. Terms: A reservation of calendar dates shall not be confirmed until an Agreement is fully executed and the Rental Fee and estimate of charges is paid according to the Payment Schedule.
 - 1.1. A “hold” may be placed on the calendar for an upcoming rental prior to completing the rental agreement. If another facility user requests the same day, the organization placing the hold will have 24 hours to secure the date with an appropriate deposit.
 - 1.2. The Full Rental Day is a twelve (12) hour day. If the use extends past 12 hours in a single day, the Licensee will pay an overtime rate of 15% the rental rate per hour for every hour that exceeds the twelve hours. The Half Day is a six (6) hour day. If the use extends past six hours, the Licensee will be charged the full day rate for all facilities being used.
 - 1.3. The Licensee shall have no right to use the Facilities for any purpose whatsoever prior to the commencement date/time or termination date/time specified in this agreement.
2. Insurance: All theater, filming and special events must hold General Public Liability Insurance policies as per the Rental Requirements. The minimum and aggregate amounts will determined by the use.
3. Use Of Facilities: Except as otherwise expressly provided in this Agreement, the District shall not be responsible for the planning, advertising, marketing, setup and preparation of the Facilities, security, public safety services, admissions and admission/credential control, crowd control, speaker, performance or entertainment bookings, catering, food and beverage service, lighting, audio-visual services or any other aspect of the Event. If the Licensee requires such services from the District, the Licensee shall pay to the District all costs and expenses incurred by the District for such work.

- 3.1. The Licensee shall take all appropriate and necessary actions to protect the Facilities and any personal property or equipment located thereon from damage of any type and shall comply with all requests made by the District with regard to the protection of the Facilities and any personal property or equipment located thereon.
 - 3.2. The Licensee shall leave the Facilities in substantially as good condition as when received by it excepting reasonable wear and tear and use. The Licensee shall immediately restore the Facility to its prior condition.
 - 3.3. The Licensee shall remove all sets, structures and other material and equipment from Facilities. Unless otherwise agreed to by the parties in writing, any equipment or furnishings of the Licensee which are left at the Property or Facilities for more than 48 hours after the event, shall be deemed abandoned by the Licensee and may be disposed of or used by the District at its sole and absolute discretion. The Licensee will be responsible for any fees incurred due to the disposal of Abandoned Equipment.
4. Machinery, Flammable Materials and Equipment: The Licensee shall abide by the following safety requirements:
- 4.1. The Licensee shall not erect any engine, motor or other machinery on Premises or use any gas, electricity, flammable liquid, candles, or charcoal without prior written approval of the Director of Facility Use or his designated representative. All such devices and effects must be permitted in accordance with all city, county, state and national laws.
 - 4.2. As a rule the Licensee shall not, and shall strictly prohibit, use, exhibit or lighting of fireworks, explosive or open flames (including burning candles) anywhere on the Property. Permission for use will be granted in writing solely by the Director of Facility Use after consideration of all safety concerns and approval by the Fire Department, Police Department or any other required public safety entity.
 - 4.3. All Special Effects that have any possibility of injuring any persons or damaging any equipment or facilities must be approved in writing by the Director of Facility Use or his designated representative, which consent shall be granted at its sole and absolute discretion.
 - 4.4. All Electrical connections in the Facility between house power and equipment exceeding 120v must be approved by the Director of Facility Use and, if necessary, a certified electrician.
 - 4.5. The Licensee shall not erect, connect or attach any decorative scenery or other materials to any facilities so as to damage any of the Facilities without the prior written approval of the Director of Facility Use or his designated representative. The Theatre Operations Staff reserves the right to prevent the hanging of materials deemed unsafe in any way.
 - 4.6. Any and all scenery or decorative material shall be of a noncombustible type or be suitably treated with a flame retardant as defined in Section 13115 of the Health and Safety Code of the State of California. The Licensee must have flame retardant certificates on hand for all such materials.

- 4.7. All theater technical equipment, including but not limited to lighting, sound, rigging and stage mechanics, must be operated by Theater Operations staff or personnel approved by the Director of Facility Use.
- 4.8. The Licensee agrees and acknowledges that all amplified sounds are under the sole and absolute authority of the Director of Facility Use or his designated representative. Sound levels shall not exceed 98DB.
- 4.9. Animals are prohibited from being on the property, with exception of service animals. Permission to use them as part of the event must be received in writing prior to the Event by the Director of Facility Use or his designated representative.
5. Personnel: The Facilities shall at all times be under the control of the Director of Facility Use or a designated representative. He/She will be the official representative of the District in all areas regarding this agreement and the use of the space. A District staff member must be present at all times the facilities are occupied.
 - 5.1. The District has the right and responsibility to determine District personnel required to support the event. The number and type of personnel required for the event and the cost to the Licensee are detailed in the Invoice.
 - 5.2. The Director of Facility Use (or designee) will be responsible for calling and hiring the technical personnel requested by Licensee, and the District reserves the right to call and hire the number of personnel the District deems necessary for a particular event. The District reserves the right to operate any and all of its own equipment.
 - 5.3. The Director of Facility Use reserves the right to permit designated District employees to enter the Facilities at all times and to require, without charge, a reasonable number of tickets, admission passes or other necessary credentials to facilitate the operation of the event.
 - 5.4. Qualified Personnel hired by the Licensee may be authorized by the Director of Facility Use to operate District Technical Equipment under the supervision of District Technical Staff. This might reduce the number of District Technical Staff required though will not eliminate the requirement for District Staff.
 - 5.5. The Director of Facility Use reserves the right to hold or use up to eight (8) seats which may not be sold. This includes any performance in any District auditorium or theatre. These seats will be used at the discretion of the Director of Facility Use.
6. Concessions/ Lobby Sales of Souvenir and Programs: Please see specific Theater and Filming Procedures.
7. Parking: Parking is extremely limited at school sites. The District retains the right to either provide exclusive parking service or to rent the available parking to the Licensee for the event. All parking fees belong to and are reserved by and for the sole benefit and use of the District.
8. Signage and Advertising: All Temporary banners and signage must adhere to the Signage Procedures in the section below.

9. Copyright License: The Licensee shall secure, at its sole cost and expense, all applicable copyright licenses. The Licensee shall indemnify, defend and hold the District harmless from all claims of copyright violation of any kind in connection with the Licensee's use of the Facilities and Property. The indemnification obligations of this section shall survive the termination of this Agreement.
10. Filming Rights: Please see specific Theater and Filming Procedures.
11. Compliance with Law and Rules: Licensee shall not use Facilities or permit anything to be done in or about Property which will in any way conflict with any law, statute, ordinance or governmental rule or regulation.
 - 11.1. Any performer or any other person whose conduct is objectionable, disorderly or disruptive to the use of the facility or in violation of any law shall be refused entrance and shall be immediately ejected from Property. Licensee shall defend, indemnify and hold the District harmless for any claim resulting from such action.