

EAST BAY CENTER FOR THE PERFORMING ARTS FACILITY USE POLICIES

RESERVATION & LICENSING PROCESS

Scheduling

Priority will be given to the scheduling of East Bay Center's programs and activities.

Next priorities are given to parties that reserve space in the facility at least 4 to 6 months in advance. Reservations sought for events with less than 3 months lead-time may be difficult to book.

License Fees

Nonprofit licensing fees (community rates) are available for local youth serving/cultural development/educational non-profits and other non-profits that qualify as tax-exempt organizations pursuant to section 501(c)(3) of the Internal Revenue Code, as well government entities.

Commercial rates are available for all other entities and individuals. (Please contact the Center's Operations/Production Manager for a current rate quotation.)

Reservation Process

Tentative Reservations

Tentative Reservations will be held for a maximum of ten business days. If no further communications take place within those ten days, the Tentative Reservation is subject to cancellation, with notification to the applicant. Notification may be made by telephone, letter, facsimile, or email.

Challenges

An organization may challenge a date with a previous Tentative Reservation by notifying the Center's Operations/Production Manager and submitting a deposit of twenty-five percent (25%) of the estimated licensing fee for their proposed event. The Event Manager will be responsible for contacting the organization with the Tentative Reservation and informing them of the challenge. Notification may be made by telephone, letter, facsimile, or email. To keep the Tentative Reservation, the organization must submit to the Center a deposit of twenty-five percent (25%) of their proposed licensing fee and execute a Short Term License Agreement within two (2) working days of such notice. If geographical or logistical considerations warrant, the Center may waive these requirements or extend the time limit for up to five (5) days.

Application

Organizations wishing to rent any of the facilities must first submit an application for a Short Term License Agreement (STLA).

Reservations will be confirmed in writing and/or by email only after an application has received approval and the full execution of the STLA by both the Center and the licensee.

Applicants with Outstanding Debts

Applicants with outstanding debts to the Center must clear those debts before their application will be reviewed or considered.

Approval

All applications must be approved in writing by an authorized Center Staff member. All proposed uses must conform to provisions in this policy.

Fundraising Activities

East Bay Center reserves the right to refuse its facility being used for fundraising purposes. Any fundraising activities or purposes taking place in the facility will require establishing a written revenue-sharing and partnership agreement with East Bay Center signed by either the Deputy Director for Programs or the Artistic Director. A letter on organization letterhead must be submitted to East Bay Center's Deputy Director for Programs stating the purpose and benefactors of the proposed fundraising activity. Any fundraising activity held at the Center must donate 50% of the funds raised after expenses to the Center.

Confirmation of Short Term License Agreement

The Center will notify an applicant of approval as the dates become open (see Scheduling above). Within

two weeks of approval of an application, the Center generates a Short Term License Agreement (STLA) for the licensee. Licensees shall return the signed STLA within the allotted time to ensure reservation date(s). When returning the STLA, the licensee must also submit any necessary deposits. Short Term License Agreements shall be considered "fully executed" only after both the Center and the licensee have reviewed and signed the agreement. **Events may not be publicly announced, nor tickets sold, until a fully executed agreement has been completed.**

Payment Schedule

Community Rentals

A non-refundable deposit of 25% of the basic licensing fees (BLF) (see separate document titled "Facility Fee Schedule" for details, also available on Center website) is required upon execution of the agreement. The remainder of the BLF must be paid no later than two (2) month before the event. If the license arrangements are made within two months of the event, all fees and payments must be submitted with the signed license agreement by the specified return date. In any case, all deposits must be paid no less than ten (10) business days prior to the event.

Commercial Rentals

A non-refundable reservation deposit equal to 25% of the basic licensing fee is required upon receipt of the Short Term License Agreement application (STLA) to secure tentative facility rental date holds. The deposit will apply towards rental costs for the dates specified. If your application for an STLA is not approved, the deposit will be refunded within thirty days of notice of non-approval. Lack of approval is the only reason for which a reservation deposit may be refunded. Payment should be made by company, corporate or cashier's check, payable to "East Bay Center for the Performing Arts." Visa and MasterCard credit cards are acceptable forms of payment after completion of the Credit Card Authorization form.

Cancellation

Events canceled with less than two (2) months notice are subject to forfeiture of up to fifty percent (50%) of the basic licensing fees, and any direct costs incurred (for additional information about cancellation, see Code Compliance and Protection of Facilities).

Events canceled less than two (2) weeks before the first scheduled date of an event may be at the Center's discretion subject to forfeiture of all deposited fees. All direct costs incurred by the Center up to the time of the cancellation shall be due.

Additional Personnel and Equipment

No later than ten (10) business days before the event, licensees shall post a deposit in the form of a company, certified or cashier's check, credit card, cash bond, or a bond from a bonding company licensed under the laws of the State of California, to guarantee payment of estimated expenses in connection with the event. Estimated expenses may include, but are not limited to: stage technicians, house staff, security officers, janitorial staff, cleanup and special equipment.

Insurance

Appropriate Insurance is a requirement of all Licensees.

All Licensees are required to have Comprehensive General Liability Insurance coverage, in amounts not less than \$1 million, in effect during their entire use of the facilities. Licensees are also required to have Workers' Compensation in amounts of no less than \$1 million per accident. A Certificate of Insurance is required, naming the following as additional insured: East Bay Center for the Performing Arts, Iron Triangle Cultural Center.

In addition to providing a certificate of insurance naming East Bay Center as additional insured, all *Licensees* must fill out a Hold Harmless Agreement that will be completed by our Insurer. (Turn around time will generally range from 24 to 72 hours.) The Hold Harmless Agreement and certificate of Insurance must be executed at least 72 hours before the event takes place. (Once an entity has filed a proof of Insurance naming the Center, it may remain on file for one year or until the date of expiration whichever comes first.) Hold Harmless agreements may also be filed in a similar manner.

Any group or individual renting the Center or any portion thereof without General Liability Insurance must purchase his or her own supplemental or special event coverage. Nonprofits' Insurance Alliance of California (NIAC) does not provide this coverage, but others, for example Philadelphia Insurance Company, do. Clients can go to: www.phly.com/products/SpecialEvents.aspx and get a quote. In these

cases, East Bay Center must be named as the VENUE on the application. The cost for special event coverage could be anywhere from \$250 and up.

The serving of alcoholic beverages requires liquor liability insurance in amounts of not less than \$1 million (see Alcoholic Beverage Service). If alcohol will be served to the general public or there is some inherent and foreseeably dangerous element to the rental event (for example, bungee jumping from the Center's roof) there will be a requirement for additional special event insurance even for those entities with General Liability (See paragraph above.)

If any group (sponsored or non sponsored) brings in their own stage or technical personnel the Center must require proof of workman's compensation insurance in addition to the certificate of general liability naming the Center as additional insured, and a Hold Harmless Agreement.

If a Licensee has any questions regarding insurance coverage they must consult their insurance carrier or the Center's insurer directly. The Center cannot take responsibility for a Licensee's insurance.

GENERAL FACILITY USE POLICIES

These policies and procedures pertain to the use of East Bay Center's facilities by licensees and their employees, volunteers, agents, vendors, subcontractors, and other representatives.

Nondiscrimination

There shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion or creed, national origin or ancestry, sex, gender identity or sexual orientation, age, marital or domestic partner status, political affiliation or disability (including HIV or AIDS status) in the use or licensing of the Licensed Facilities, nor shall the Licensee or any person claiming under or through the Licensee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of Licensee, patrons, lessees, or vendees of East Bay Center's Facilities or any parts thereof.

Protection of Facilities

Licensees shall be responsible for the payment of any special costs necessary for maintaining order, security, public health, safety, and protection of the facilities. Potential security concerns may result in suspending an event until security arrangements are approved in writing by the Richmond Police Department and the licensee agrees to pay for additional measures. The Center may also cancel or interrupt an event that threatens damage to property or injury to persons in or near the facilities. In no case shall licensees permit physical alteration of the facilities without the Center's permission. Alterations include and are not limited to painting; adhesion, connection, or suspension from or on walls, ceilings, battens, floors, etc. and removal or repositioning of furnishings, fixtures, or equipment.

Code Compliance

Users of the facilities and their subcontractors are required to comply with requirements of all state and federal regulations, as well as ordinances and regulations of the City of Richmond and County of Contra Costa, including Safety and Health, Fire and Life Safety, and all other applicable laws. Events may be subject to cancellation for noncompliance with codes.

Smoking

City mandates prohibit smoking anywhere inside the Center's facility, as well as smoking anywhere near doorways which might enable smoke to enter the facilities.

ELECTRICAL OUTLETS

To avoid overloading of an electrical outlet's capacity all electrical distribution plans require the Center's pre-approval.

Capacity

In no case shall event attendance exceed the established capacity of the facilities. Licensees may not admit a larger number of persons than can safely and freely move about the facilities; the decision of the Center and/or the Richmond Fire Department in this respect shall be final.

Permits

All events, as applicable, require proof of permits (e.g., fire, health, cooking, alcohol, and sound) indicating code compliance.

Recording, Filming, Photography and Broadcasts

Any reproduction of events within the facilities is subject to prior approval by East Bay Center. This includes, but is not limited to, video or audio recording, motion picture filming, photography, and radio, television, or Internet broadcasts. All such uses require written agreements separate from the STLA and are subject to additional fees.

Names of all groups and/or persons authorized to use recording devices (cameras, video cameras, audio tape recorders, etc.) shall be provided to the Center in advance of the event. Flash photography is prohibited during performances.

PERFORMANCE INFORMATION

In addition to the preceding policies, the following apply to theatrical events within the Center's facilities.

Standard Performance Time Schedules

Lobby Access. Access for setup for all the Center's Lobbies begins when the House Manager arrives. Standard timing for the second floor Theater lobby is two (2) hours prior to curtain, and two (2) hours prior to curtain for access to the Community Theater (confirm time with Operations/Production Manager). Earlier setups are possible by special arrangement. Setup should be complete prior to times when areas are open to the public.

House Access

The House (seating area) opens 30 minutes prior to curtain. The Center's House Manager shall be responsible for pronouncing the House "open," in consultation with the technical staff and the licensee. Under no circumstances shall the House open without the House Manager's authorization.

Running Time

The licensee shall provide the Operations/Production Manager with a running time schedule no later than 48 hours prior to event.

Usher Orientations

In order for the Center's House Staff to be properly prepared for the event, the House Manager conducts the following orientations:

Staff Usher orientations: two (2) hours prior to curtain inside the House

Volunteer Usher orientations: one (1) hour prior to curtain inside the House. Rehearsals involving sound checks or other amplified sound should be scheduled around these orientations whenever possible.

Opening and Start of Performance

Lobby access to the Center's Registration/ticket acquisition area shall be available to the public 90 minutes prior to curtain time. Seating begins 30 minutes prior to performance, unless prior arrangements are made. Events are to start according to the scheduled and published start times.

Intermission

For the convenience of our patrons, every public performance of at least two (2) hours in duration shall have an intermission of not less than twenty (20) minutes, unless the nature of a performance prevents this, in which case, advertising materials shall indicate that the performance has no intermission.

Backstage Access

Only authorized personnel have access to areas designated as "backstage areas" during the day of any performance. Performers, crew, and company personnel shall enter and exit through the identified stage entrance. Licensees shall provide a list of all persons authorized to enter the Center's stage entrance, back stage area, designated dressing rooms and green room no later than 48 hours prior to the performance date of access.

Every person, including performers and company personnel, must have a ticket to the seating areas of the House for the purposes of watching the performance. We ask that you make arrangements to meet post-performance guests in the area designated by the House Manager or Event Manager rather than in the seating areas or lobbies.

House Programs

Program inserts must be delivered no later than twenty four (24) hours prior to your first performance. For events in Community Theater, delivery shall be to the Center Registration Main Desk. For the Iron Triangle Theater, delivery shall be to the First Floor registration area. The House Manager will designate who distributes these materials and where.

Public Safety Notices

All programs distributed in connection with any public events at the Center's facilities must contain the following safety notice along with an exiting diagram for the facility in which the event is scheduled: *"The exit indicated by the illuminated sign nearest your seat is the shortest route to the street. Please note these exits. In an emergency, WALK, do not run."* <italics>

Merchandising Setup

Merchandise sales — e.g., T-shirts, CDs, or novelties — require approval at least one (1) week in advance and shall be set up no later than three (3) hours prior to curtain. All sales of merchandise will require a written Revenue Sharing Agreement (RSA) with the Center.

EVENT INFORMATION

The Center's professional staff will coordinate with every licensee to ensure smooth event execution. East Bay Center requests cooperation and courtesy from the sponsors of these events when planning logistical details. Additionally, the Center requests the licensee's assistance in complying with the following regulations and procedures for rental events in East Bay Center's facility.

East Bay Center Event Staffing

House Staff: East Bay Center staff will function as ushers, ticket takers, coatroom attendants and assist with emergency evacuations. The House Manager is present during the event and oversees all front-of-house activity and personnel and ensures enforcement of all the Center's policies.

Technical Crew: The Center has access to technicians trained and oriented to our facility. The scope of your event determines the crew that is on hand for your event. You will be given an estimate of the costs for technical crew by the Center's Operation/Production Manager.

Security: Basic building security is included in the **basic rental fee, when the Center is open during normal business hours**. If your event requires additional security or is outside of normal business hours, you will be billed for the costs.

Janitorial: Basic janitorial services are included in the rental fee. If your event requires additional janitorial services, you will be billed for the costs.

Supplemental staffing requests are negotiable. *All stage technicians, house managers, staff ushers, security officers, janitors, and Box Office personnel shall be under the management and control of the Center, supplied at the expense of the licensee.*

East Bay Center house staff is not available to lift, carry, or move anything that is not the Center's property.

Licensee Event Staffing

You are required to provide a principal event representative who is responsible for running the event and will be onsite for the duration of the event.

Pre-Event Walkthrough

A pre-event site tour prior to the event shall include East Bay Center's Operations/Production Manager, a licensee's event planner, and specialty workers (i.e. caterer) to discuss the following:

- On-site/production schedule for the event (i.e., load-in, rehearsal, show time, strike, load-out, etc.)
- Floor and traffic flow plan(s) including schedule of loading dock, special technical requirements (e.g., A/V, catering equipment, telecommunications, etc.)
- Planning for decor and cleanup
- A list of participating vendors

Licensee must provide all final details to East Bay Center in writing at least 48 hours prior to the event. On the day of the event, the House Manager shall lead an additional walkthrough inspection prior to setup.

Venue and Building Access Times

No access can be permitted without prior arrangement with East Bay Center's Events Staff. Facility fees are based on the following access times (access may be available at other times, subject to additional fees). Current access times are:

Community Theater: 9 am–9 pm Monday-Friday, 9 am to 4 pm Saturday

Iron Triangle Theater: 9 am–9 pm Monday-Friday, 9 am to 4 pm Saturday

**Please note: The Center reserves the right to change these access hours at its sole discretion.*

Setup Time

Setup — e.g., caterers, concessions — may not begin in Center areas prior to the agreed upon closing of those spaces without payment of additional fees and written approval from East Bay Center. The Operations/Production Manager shall specify the time, location, and limits for early setup.

Parking

East Bay Center does not provide parking. Sometimes street parking is available on 11th Street; however, please pay attention to the posted parking regulations. Paid parking is available in several nearby lots or garages. For a list, please contact your Event Coordinator.

There is no parking permitted in the loading dock or on the walkways in and around East Bay Center. After deliveries or pickups are made, all vehicles must leave the loading area — without exception. Additional parking and transit information is available upon request.

Loading Access

Load-in must be coordinated with the Center's Operations/Production Manager.

Deliveries

Event delivery schedules require East Bay Center prior approval. All deliveries must be received at the designated entrance.

Licensees are responsible for arranging appropriate personnel or equipment for loading, unloading, or transporting of their deliveries. No deliveries are permitted prior to the licensee's arrival on site, except with special pre-authorization.

East Bay Center staff will not unload, count or check-in delivered items. East Bay Center staff may accept, but shall not be responsible for pre-approved deliveries prior to the event sponsor's arrival on site.

Technical crew is responsible for moving all technical production equipment to and from East Bay Center's loading docks.

Licensee may not block any doors at any time and maintain sufficient clearance through halls and other access ways at all times.

Check-In

All working event personnel must first check-in with Security at the front registration desk and with Security when entering East Bay Center's building: Clients, with prior approval, may provide event badges to be worn during these authorized access times.

Catering

All caterers must obtain pre-approval by East Bay Center as well as provide Proof of Insurance along with a Hold Harmless Agreement. Prior to approval, caterers must review the facilities and policies pertaining to catering activity with the Operations/Production Manager, including the opportunities and limitations within the facilities. Caterers shall be responsible for participating in pre-event and post-event walkthrough inspections.

Open Flame and Fuel Permits

Use or storage of Propane is prohibited inside East Bay Center's facility.

Cooking is permitted in designated areas with fire permits issued by the Richmond Fire Department. A copy of the permit must be given to East Bay Center's Operations/Production Manager prior to event. All outside fire passages must remain obstruction free.

Votive candles require an open flame permit from the Richmond Fire Department.

Equipment to Bring

When planning an event involving food, licensees shall provide or have the caterer provide the following equipment: Dollies/hand trucks, floor mats for bars and prep areas, tables and chairs for use with food or beverage (including prep and serving areas as well as guest seating), trash cans, cleaning equipment: mops, rags, brooms, etc.

Busing Food/Beverages/Glasses

Licensees and/or caterers shall provide for continuous removal of food, beverages, and/or glasses throughout an event to prevent breakage and spillage or accumulation of foodstuffs.

Bars and Beverages

To protect the floors and carpet, mats are required under all bars, ice containers, or areas utilizing liquids and over carpet under prep areas.

Ice disposal is permitted in janitorial closet sinks. Red wine or other stainable beverages (e.g., coffee, juices, etc.) are not permitted in carpeted areas

Bottles, glasses, and cans may not be issued to the general public. Glassware use for limited-access or private events is permissible depending upon the nature of the activity, subject to prior approval

Food and beverages are not permissible within **the following** areas: PLEASE SEE PRODUCTION MANAGER FOR CURRENT DESIGNATED AREAS WHERE FOOD IS ALLOWED.

Alcoholic Beverage Service

All alcoholic beverage services require East Bay Center's approval. East Bay Center requires the sponsoring organization to show evidence of liquor liability insurance (refer to Insurance) and a permit issued by the State of California's Department of Alcoholic Beverage Control (ABC). Guests may not take alcohol outside of any East Bay Center building.

Tables and Chairs

Do not leave tables stacked, collapsed, or leaning against walls in public areas, halls, or access ways.

Avoid dropping or dragging tables or equipment across the floors, or banging items against the walls.

Keep tables and chairs at least three (3) feet away from the walls and at least six (6) feet away from the doors.

Tents

Tent setup(s) require: 1) prior approval by East Bay Center's Operations/Production Manager in consultation with Richmond City Staff; and, 2) a permit from the Richmond Fire Department.

Fire Exits/Egress

Do not block any doors, entrances, or exits at any time. Do not use areas under stairwells for storage at any time. The Iron Triangle Theater back stage stairwell space is a designated fire exit, and must be kept clear. It is not available for prep space when events are held.

All use of props or decorations requires approval by the Operations/Production Manager at least one (1) month prior to the event setup and shall be in compliance with fire safety codes.

Decorations and signage may not be fastened to any walls, ceilings, or exhibits inside the buildings without East Bay Center's permission.

No signage advertising the event or the sponsoring organization is allowed outside. Directional signage is permissible by prior arrangement and may be no more than 3 feet wide by 4 feet high but may be up to 4-sided. No decor may be pre-placed in any public areas during East Bay Center's regular business hours. Depending on the scope of your decoration/signage setup, you may be required to use East Bay Center's technical crew

Cleanup Procedures

Plans for cleanup require approval by the Operations/Production Manager at least one (1) week prior to the event. Facilities shall be restored to conditions found prior to use. Complete clean-up is required by midnight, unless prior arrangements have East Bay Center's approval. Additional charges of \$150 per hour (or portion thereof) may be incurred for time after midnight.

Recycling

At the end of each event:

Place all cans and glass bottles in blue recycling containers provided by East Bay Center and then empty them into designated bins in the trash room.

Make arrangements for the removal of bottles and cans if they do not fit into the containers provided.

Break down all boxes and place in the trash room.

Dumpsters and Trash

One dumpster is available per venue. Deposit trash or debris in the appropriate dumpster at the end of each event. If additional dumpsters are needed, please make arrangements with East Bay Center for delivery on the day of the event and pick up the following day.

Leave all trash in the dumpsters. Keep event spaces, lobbies or service areas clear of all trash and debris. Do not mix trash or debris with recycling. Pick up all non-sweepable items from the floor.

Ice

The Licensee is responsible for all of their ice needs as East Bay Center does not provide any ice.

Dispose of ice only in janitorial closet sink.

Prep Areas

Sweep and mop cooking and food prep areas.

Borrowed Items

In the event that anything has been borrowed from East Bay Center, return item(s) to the House Manager or the security office at the end of the event.

Storage

Due to East Bay Center's space limitations and quick turnaround between events, equipment rentals and other items must be picked up/taken away immediately after each event.

Operations/Production Manager may approve pickup from the Center no later than 9:00am the following morning. A charge of \$120 per day may be incurred for items (equipment, etc.) not removed by 9:00am the following day.

Store items neatly and compactly — without obstructing doors, hallways and fire passages. East Bay Center is not responsible for items left in East Bay Center's facilities.

Post-Event Walkthrough

Contact the House Manager when cleanup is completed for a final inspection of all areas used. If areas are found in unsatisfactory condition, subsequent cleanup will be required and may be subject to additional fees