

Rental Terms and Conditions

Priority of Use Categories

Priority of use of the Center is as follows:

1. Bayside Middle School
2. San Mateo-Foster City School District
3. Nonprofit/Noncommercial Any organization generally recognized as a tax-exempt organization under Section 501 (c) (3) of the Internal Revenue Code and related sections as now or hereafter amended. Any such organization must provide a copy of IRS 501 (c) (3) approval to Bayside Performing Arts Center prior to receiving any rate benefit associated with this category.
4. Commercial Any organization not qualifying for nonprofit, noncommercial status.

Content Policy

The Bayside Performing Arts Center is an educational institution. The user is expected to use discretion in regards to choice of language, content and subject matter. Failure to do so will result in the termination of contract and future use of facilities.

Advertising and Promotions

Publicity may not be distributed and use of the Theatre may not be granted until the Facilities User Agreement is approved and signed, and the User notified. User agrees to read and adhere to Bayside Performing Arts Center marketing requirements. Posters, flyers, and other promotional or informational materials may be placed only in designated areas with approval from the theater manager. All material, which includes the theater's name, shall be reviewed prior to disbursement.

Staffing

Theater staff will, at all times, retain control of the management of the Theatre and enforce all policies. The Theatre Manager will assign all technical staff. The User, through advance arrangements with the Theatre Manager, may furnish backstage personnel. Such personnel shall be responsible to Center staff. Center staff will determine the skill needed to operate various house facilities and equipment and if User personnel are qualified to operate said equipment. All staff furnished by the Center, beyond the Theatre Manager, will be billed to the User according to the Fee Schedule.

Code Compliance

Users of the facilities and their subcontractors are required to comply with the requirements of all state and federal regulations, as well as ordinances and regulations of the City and County of San Mateo, including Safety and Health, Fire and Life Safety, and all other applicable laws.

Basic Facility Fees

Normal heating and air conditioning, engineering services, stage draperies, basic in-house stage lighting equipment, basic in-house sound equipment, dressing area, and backstage facilities are included.

Billing Increments

Should the User leave the Theatre early, either by choice or on request, fees must be paid in full in accordance with the Facility.

Payment of Fees

The User will be responsible for securing and maintaining all:

- Required permits
- State, County or local taxes incurred from the sale of any merchandise (i.e. CDS, books, souvenirs, etc.)
- Royalties incurred by a performance in the Center
- Copyright applications

Insurance Requirements

All groups, other than SMFCSD groups, using district facilities must be covered by their own liability insurance for at least \$1,000,000. Two certificates are required before using any facility. (1) A Certificate of Insurance. And (2) an Additional Insured Endorsement naming SMFCSD, its officers, and employees as "additional insured." At time of application.

Intermission

The User agrees to hold an intermission of not less than fifteen (15) minutes for any programs lasting 1 ½ hours or more unless written agreement is reached between the Center and the Licensee.

Performance Length

Performances and Rehearsals must conclude before 10:00 pm. All cast and crew are to vacate the premises immediately at the conclusion of the event. No Smoke, haze, or open flame are permitted in the theater. Additional fees may be incurred if these conditions are not followed.

Alcohol and Tobacco

Alcoholic beverages are not permitted to be sold, served or brought into the Theatre, Bayside Middle School and surrounding areas. No tobacco usage is permitted on school grounds including the theater.

Cleaning/Damage Fees

The User is responsible for maintaining and leaving the Theatre and adjacent areas in the same condition as found. As determined by the Theatre the Licensee is responsible for repair and replacement costs of any damage which might occur to the building and its contents. No storage areas are available. No stage sets or materials may remain in the building after a performance/use. Only non-flammable sets and materials are permitted in the Theatre. The Theatre is not responsible for any items brought onto the premises by the User.

Capacity

In no case shall attendance exceed the established capacity of 599 in the auditorium. Licenses shall not permit a larger number of persons than can safely and freely move around the facilities. The decision of the Center/or the San Mateo Fire Department in this respect shall be final.

Security

The theater reserves the right to require security personnel during events. Licensees shall be responsible for the payment of any special costs necessary for maintaining order, security, public health, safety, and protection of facilities. Potential security concerns may result in suspending an event until security arrangements are approved in writing by the San Mateo Police Department and the licensee agrees to pay additional measures. The Theatre may cancel or interrupt an event which threatens to damage property or injury to persons in or near the theater or school.

Recording, Filming, Photography, and Broadcasts

Any reproduction of events within the facilities is subject to prior approval by the Center. Flash photography is prohibited during performances.

House Programs

All programs distributed in connection with any public events at the Center's facilities shall 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.

Backstage Areas

Authorized personnel have access to backstage areas. Performers, crew, and company personnel shall enter and exit through the stage door. Licensees shall provide a list of all persons authorized to enter the Center's stage door no later than one (1) working day prior to the performance date of access. Every person, including performers and company personnel, must have a ticket to the House for the purposes of watching the performance. Make arrangements to meet post-performance guests outside the stage door rather than in the seating areas and lobby.

Stage Information and Rules

- Nailing and/or drilling into the stage floor are not permitted.
- Lessee is responsible for providing all of their own tools and hardware for their scenery.
- Paint and chemicals are only allowed outside of the BPAC in designated areas.
- All stage draperies will be hung by theater staff. At no time may they be altered, pinned or taped. If drapes are moved from original set lines and need to be returned for other events, Lessee will be charged for turnover time.
- Lessee may not alter, remove or attach to the proscenium at any time.
- All ground rows and scenic units must be downstage of the black curtain in front of the scrim and cyclorama.
- All settings must be designed and constructed in such a way that all units can be removed and stored backstage or outside of BPAC to provide access to other users of the facilities. The stage must be cleared to 40 ft x 45ft. and lines set must be cleared upon request
- All scenery, hardware, materials, tape, and tools must be provided by the Lessee.
- Theater staff will supervise all rigging and are required to approve any overhead rigging done by the Lessee.
- All rigging of scenery, flats, signs, banners, pulleys, etc. must be pre-approved by the theater manager four (4) weeks prior to load-in. It will be determined at that time whether the Lessee or Theatre staff will be able to rig.
- Lighting must be restored to the original lighting plot. A minimum fee of \$750.00 will be charged to restore the original lighting plot if not restored by lessee during strike.
- Sound must be restored to the original sound plot. A minimum fee of \$ 500.00 will be charged to restore the original lighting plot if not restored by lessee during strike.