



San Mateo Union High School District Theater Terms and Conditions

- No alcohol allowed at any time.
- No food allowed in the theater, dress rooms and on stage. Water OK.
- Food may be consumed in the Lobby or outside.

Theater Permits

- Food and beverages are prohibited inside indoor facilities.
- Theater rental groups jeopardize their refundable deposit if food is taken into restricted areas and/or if group members smoke on the rented facility.
- Smoking is prohibited everywhere in the theater and on the high school campus
- Doors will be opened according to the start time on the permit. Renters who have not vacated the building by the end time on their permit will be charged for additional labor and rental fees.
- Per local noise ordinance, all theater performances must end by 11 p.m..
- Flames of any kind are prohibited.
- Smoggers (Haze or fog) and hazers are prohibited per fire code.
- Body oil of any kind is prohibited unless special arrangements are made with the theater staff at least one month prior to permit date.
- All decorations must be fireproof or made of fire retardant materials and are subject to the approval of the Fire Marshall. No Balloons are allowed in the theaters.
- No latex balloons are allowed in any of our theaters.
- Your group may not affix anything to walls without authorization from the General Manager, Facilities Use.
- Contents of classrooms may not be disturbed or removed without prior approval from the site administrator.
- Cellophane tape, nails, screw, staples, etc. are not permitted in/on the walls, woodwork or fixtures. Blue painters tape is recommended.

Tobacco/Narcotics/Alcohol

Smoking and/or the possession or use of narcotics or alcoholic beverages on school property, including in parking lots, is prohibited. Any person under the influence of narcotics or alcohol will be denied participation in any activity. Violations of this regulation are justification for immediate termination of the event, and reason enough to deny future use of school facilities.

Permit Hours

- The time you plan to arrive is the time you must request to start your permit. Please allow for sufficient time for setup and strike. Permit holders may not enter the theater until start time and must have vacated the theater by designated end time. Disregard for start times or end times will be just cause to

revoke your permit. Should it be necessary to extend the time beyond that specified on your permit, special permission must be obtained from the administrator in charge of the facility before the event convenes, and in such instances additional charges will be due.

- All individuals associated with your event, including but not limited to, your assistants, employees, agents, volunteers, participants, invitees, attendees, spectators, customers, suppliers (collectively Associated Individuals) will not be allowed in the facility before the time indicated. All Associated Individuals must vacate the theater by the indicated ending time.
- Delivery of supplies or equipment will not be accepted in the theater prior to the indicated time listed on your permit. A representative from your group must be present to sign for the delivery of all supplies or equipment.

Payment & Insurance Coverage

- For theater permits, groups must pay for permits at least 60 days in advance of the first use date, or the permit will automatically cancel and the dates and times will be available for others to book. A permit approved less than 60 days in advance of the first use date must be paid upon approval, and before the first date on the permit.
- Permit applicants must provide a valid EIN number on their account to receive Group B rates. Permit applicants must also provide a copy of certificate of insurance and additional named insured endorsement naming SMUHSD and its Board, trustees, officers, employees, volunteers and agents as additional insureds before use of facilities. These documents must be uploaded to the permit holder's account under "Insurance Policies."

Non-assignability

- Permit holders shall not assign or transfer their permit, or assign their right to use to any portion of the rented facility under their permit, to a third party without the prior written consent of SMUHSD, which consent shall be in SMUHSD's sole and absolute discretion.
- Any attempted assignment or transfer in violation of Section 1 above shall be automatically void and shall result in the immediate termination of permit holder's permits.

Charges & Cancellations

- Reservations are granted with the understanding that SMUHSD may cancel a permit when the facility is needed for a SMUHSD program or for emergencies. In the event of cancellation by SMUHSD and not at the request of the permit holder, SMUHSD will issue to permit holders refunds of any payments made by permit holders to SMUHSD.
- If cancellation of a rental by the permit holder is necessary, SMUHSD must be notified immediately. Cancellation must be made at least 60 days in advance of the scheduled use or the user may be held liable for all charges.
- Request for changes to permit dates or start times must be made in writing to the General Manager, Facilities Use. All requests for changes must be made as soon as possible, but in no event less than three business days prior to the permit start date. Approval of changes shall be in the absolute and sole discretion of SMUHSD.

Theater Cancellations

- Permit Cancellation prior to 60 days of first date on permit:
 - Security Deposit will not be refunded.
 - Rental fees and estimated labor fees refunded in full.
- Permit Cancellation within 60 days of first date on permit:
 - Rental fees and Security Deposit will not be refunded.
 - Any prepaid labor refunded in full.
- SMUHSD shall have no liability upon cancellation of any permit other than the refund of appropriate fees, indicated in this Terms and Conditions, advanced by permit holders. Permit holders waive and release SMUHSD from all damages, including but not limited to, general, special, incidental or consequential damages arising from or related to cancellation of any permit.
- A permit may be revoked for failure to observe the permit terms, these Terms and Conditions, the Field Allocation Guidelines and all other rules, regulations and ordinances governing the use of the rented facility.
- Fights, vandalism, or unacceptable behavior occurring during a rental shall cause immediate cancellation of the rental with no refund of deposits or fees.
- Animals, including dogs, are prohibited on school property, except service dogs and animals as set forth in SMUHSD rules and regulations.

Other

- No activities or entertainment are permissible which discriminate negatively upon any person because of race, color, creed, or gender.
- There should be no profane language, offensive music, fighting or gambling on school property, including the rented facility.
- No facilities use permit will be granted for a period exceeding more than one year.

Acknowledgment and Agreement

Permit holders acknowledge and agree to the following:

1. SMUHSD makes no representations or warranties as to the repair or condition of rented facilities and permit holders accept the rented facilities "AS-IS."
2. Permit holders are advised that SMUHSD will have no obligation to inspect the rented facility to ensure the facility is suitable for permit holder's intended use. Permit holders have the sole obligation to inspect the rented facility and determine the facility is suitable for permit holder's intended use. Permit holders shall immediately notify the General Manager, Facilities Use, if the rented facilities is not in a safe condition and not suitable for its intended use under the permit. In the event it is determined the rented facility is not suitable for permit holder's intended use, SMUHSD reserves the right to cancel the permit and issue refunds as provided herein.
3. Permit holders shall defend, hold harmless and indemnify SMUHSD and its Board, trustees, officers, agents and/or employees from any and all liability, damage, cost, expense, and/or claims for injuries

to persons (including, but not limited to, sports programs participants and spectators) and/or damage to property which arise from or relate to permit holders' and/or Associated Individuals' use of the rented facility (including ingress and egress to the rented facility).

4. Permit holders waive and release SMUHSD from all damages, including but not limited to, general, special, incidental or consequential damages arising from or related to permit holders' and/or Associated Individuals' use of the rented facility (including ingress and egress to the rented facility).
5. Permit holders affirm that they have the authority to act on behalf of the user group named on the permit

IMPORTANT: The permit hours reflect the times your group has agreed to arrive and depart. The person who booked this permit has represented that he/she has allowed sufficient time for set up, warm up and clean up. Disregard for the start and end times listed below will result in cancellation of this permit, and will jeopardize future requests by your group.