

# **Summary of Rules for Use of School Facilities – BUSD Theaters @ Berkeley High School**

## **Section 1 - General Rules**

1. The school site must approve a rental form prior to it being sent to the property management office.
2. Request for the use of Berkeley Unified School District (“District”) facilities shall be submitted via the District’s School Facilities Application and Permit form, signed by two (2) local residents at least forty-five (45) days in advance of the date when District facilities are required.
3. The use of District buildings and grounds shall in no way interfere with the use and occupancy by the District.
4. In no case shall District furniture and/or equipment be removed or displaced from District premises without permission from and under the supervision of the District employee in charge.
5. The following is prohibited on District premises:
  - i. The use of liquor, intoxicants or any illegal substance.
  - ii. Smoking or the possession or use of tobacco of any kind.
  - iii. Profanity, quarreling, gambling or fighting.
  - iv. The possession of guns, knives or other weapons.
6. Adult supervision shall be provided where and when necessary.
7. Any promotional literature or media shall include the following disclaimer language, presented in a manner that is clearly and obviously visible and/or audible:

*“This activity is neither sponsored nor endorsed by the Berkeley Unified School District.”*

## **Section 2 – Facility Use Permits**

1. In its sole discretion, District may issue a non-transferable use permit (“Permit”) for use of District facilities when all District requirements are met.
2. Opening of a District facility for use shall be contingent upon the showing of an approved Permit by the user to District staff in charge.
3. The responsibility for proper conduct and the enforcement of District regulations pertaining to the use of District property is the responsibility of the persons securing the Permit.
4. Permits shall be issued for specific hours at the conclusion of which the Permit expires and the District’s premises must be vacated. The premises must be surrendered to the District upon completion of use, or revocation or termination of the Permit in the same condition as at the commencement of the use period. All equipment, supplies and materials of any kind brought onto the District’s premises must be removed upon termination of the Permit.
5. No Permits shall be issued to extend later than 11:00 p.m.
6. Permits shall be issued for specific rooms in District buildings. No other District facilities may be entered or disturbed.
7. Longer term Permits may be secured by groups that would like to use District facilities for the fiscal year beginning on July 1<sup>st</sup> and ending on June 30<sup>th</sup> of each year. A request may be made to renew the Permit annually (significant restrictions apply).

8. If the regular meeting of a group with an annual Permit falls on a school holiday, or during school vacations, that regular meeting shall be cancelled and the group may resume their use of the annual Permit at the next meeting that does not fall on a school holiday or during school vacation. Rentals may occur on those days with special approval.
9. Failure on the part of any organization to comply with these rules, lack of proper care for District premises and property, or improper conduct will be considered sufficient reason to revoke a Permit, or to deny future Permits.
10. Any Permit may be revoked if the District's facilities are needed for District purpose. This includes during periods of maintenance or due to emergency. The District shall incur no liability for such action.

### **Section 3 – Payment & Insurance**

1. If a payment and/or deposit is required ("Payment") for use of District theater facilities, the Payment shall be in an amount determined by the District's fee schedule.
2. Payments shall be paid in advance to the District at the following address:  
For Berkeley High School Theater rentals:  
1980 Allston Way  
Berkeley, CA 94704
3. Payments shall be made at least thirty (30) days in advance of the event in the form of money order or cashier's check made payable to Berkeley Unified School District. No personal or business/corporate checks accepted.
4. The following insurance requirements must be met prior to the use of District facilities:
  - i. Certificate of insurance evidencing Commercial General Liability Insurance, in the amount of \$1,000,000.00 ("Policy").
  - ii. An endorsement must be provided with the insurance certificate evidencing that the "District, its officers, employees, and agents" (this exact language is required) are "Additionally Insured" parties under the Policy.
  - iii. The endorsement must also contain a statement that the Policy is primary and non-contributory.
  - iv. The Policy may not be cancelled or reduced without thirty (30) days written notice to the District.
  - v. The insurer providing the Policy must be admitted to write insurance in California.
5. The District's Hold Harmless Agreement must be fully executed and submitted to the District

## **Ancillary Services & Fees**

**Technical Services/Event Manager:** **\$ 54.00/hour**

**Electrical Services Fee - BCT only (if needed):**

100Amp/3 Phase/4 wire	<b>\$ 60.00/first day or single day use</b>
Each add'l day use of 100 Amp service	<b>\$ 45.00/day</b>
400Amp/3 Phase/5 wire	<b>\$ 240.00/first day or single day use</b>
Each add'l day use of 400 Amp service	<b>\$ 180.00/day</b>

The electrical services fee is charged for the use of the facility's auxiliary power. The fee covers the tie-in and use of the auxiliary power for system checks, focus, rehearsals and performances only. Additional equipment is required to utilize this service. The procurement and cost of the additional equipment is the sole responsibility of the renter. Please contact theater management at least 14 days prior to use, to arrange for this service and to determine the appropriate additional equipment needed.

**Event Merchandise:** **15% of gross sales**

This fee is charged for all merchandise - T-shirts, CDs, novelty items, programs or any other items - sold during your event. Your organization will provide the staff to sell merchandise. Merchandising must be approved by theater management at least one week prior to your event, and set up at least one hour prior to opening the house. Renter will provide Theater Management with a complete accounting of merchandise sales at the conclusion of the event.

**Event Labor Services:** **Costs vary**

Berkeley Community Theater and Florence Schwimley Little Theater require the use of IATSE Local 107 union stagehands, for all events. The type and scope of your event determines the crew that will be needed. Renter is responsible for contracting IATSE labor directly with the Local 107 office. Renter is further required to provide theater management with a complete list of equipment being rented and brought into the theater, at least ten (10) days prior to your event.

**To contract Local 107 labor, please contact:**

Kurt Dreyer  
Business Manager  
I.A.T.S.E. Local #107  
Office: (510) 430-9854  
Fax: (510) 430-9830

**Equipment Services:****Costs vary**

Rental of both theaters includes a predetermined quantity of lighting and sound equipment at no additional charge. If your event requires more than the predetermined amount of equipment, please contact theater management for additional equipment availability and rental cost. All audio-visual, lighting and projection equipment available for rent may only be used within the theaters and is not available for use in other district facilities (gyms, libraries, classrooms, etc.). For large gear rentals, a list of local theatrical production and staging companies can be made available. Tables, chairs or other hospitality items may be available to rent.

**Front of House Services****Costs vary**

Renter must provide professional FOH operations staff (house managers, box office, ushers, ticket takers, security, merchandise sellers, etc.) at a level commensurate with the expected number of attendees, type of event and planned on-site merchandise sales.

**Security Services****Costs vary**

Renter shall be responsible for the payment of all costs necessary to ensure order, security, public health & safety, as well as the protection of the facilities. Potential security concerns may result in suspension of an event permit, until such concerns are addressed, security arrangements are approved in writing by the Berkeley Police Department and the renter agrees to pay for additional security measures. Security may be provided by any company bonded & licensed to provide such services in the State of California. Theater management reserves the right to cancel or interrupt any event which threatens damage to property or injury to persons in or near the facility.

**House Sound, Lighting & Rigging Systems:**

House sound, lighting and rigging systems including motors and motorized line-sets, may only be operated by IATSE or House personnel/engineers.

## Rules and Information for BHS Theater Use

### Liability Insurance:

All events require the renter to obtain and provide Liability Insurance for the duration of the event. Vendors/subcontractors must also provide proof that they carry Worker's Compensation insurance for any of their employees who will be working on or within District premises. Theater management will provide renter with the exact language and coverage limits that must be included in the Liability Insurance policy/rider.

### Marketing & Advertising:

Use of the name "Berkeley Community Theater," "Florence Schwimley Little Theater" or any abbreviation or shortening of these names, may not be placed on any marketing or promotional materials, including third party ticketing vendors' materials or websites, until theater management has received a signed, approved and fully executed rental permit application including insurance certificate, the rental deposit has been paid and a facility use permit has been issued. Further, no seating chart shall be published, online or otherwise, prior to the permit requirements being fulfilled. Any marketing or promotional materials must include the following disclaimer language, presented in a manner that is clearly and obviously visible and/or audible: ***"This activity is neither sponsored nor endorsed by the Berkeley Unified School District."***

### Video-taping or Broadcasting:

If you plan to video tape or broadcast your event, please contact theater management for more information.

### Protection of Facilities

In no event, shall renter permit the physical alteration of the facility, without explicit, written, prior approval from theater management. Alterations include but are not limited to; painting, adhesion, connection or suspension from or on walls or woodwork, ceilings, seats, floors, battens, railings, windows, etc. Nor shall the removal or repositioning of furnishings, fixtures or equipment be allowed without approval from management.

### Capacity

At no time shall event attendance exceed the established capacity of the facilities. Renter may not admit a larger number of persons than can freely and safely move about the facilities. The decision of theater management and/or the Berkeley Fire Department with respect to capacity will be final. Theater management reserves the right to suspend or cancel an event, without refund, if capacity is exceeded.

### Code Compliance

All users of the facilities and their subcontractors are required to comply with all state and federal regulations, as well as ordinances and regulations of the City of Berkeley, County of Alameda, and Berkeley Unified School District, including Health and Safety, Fire and Life Safety, and all other applicable laws. Events are subject to cancelation for non-compliance.

### **Exits, Ingress & Egress**

At no time shall anything block, impede ingress or egress through doors, entrances or exits. Exterior doors which are not public entrances to the building shall never be propped open and left unattended. No items are ever to be stored in stairwells or hallways.

### **Prohibited Items**

Balloons, glitter, confetti, food and drinks are never allowed in the auditoria. Use of open flame (including candles, incense, lanterns, etc.) is also prohibited. Catering for performers and crew is allowed in the Green Room, but not onstage or backstage.

### **Smoking**

Smoking is never permitted in any School District building or on School District property. The City of Berkeley prohibits smoking within 25 feet of doorways and windows of any building open to the public.

### **Backstage Access**

Only authorized performers, event staff, technical crew and security or life safety personnel shall be permitted to backstage areas, including green rooms, dressing rooms, rehearsal rooms or any other space designated by theater management as off limits to the general public. Renter shall provide a complete list of performers, crew, staff and company personnel at least 48 hours prior to event date. Renter will be responsible for any damage or injury caused by unauthorized persons backstage or in restricted areas.

### **Accessibility**

Wheelchair access ramps are located along the East and West Gallery entrances of the building. Wheelchair accessible restrooms are located in the A Building through the East Gallery. Both theaters have wheelchair and companion seating.

### **Location**

Berkeley Community Theater and Florence Schwimley Little Theater are located in the heart of downtown Berkeley. The surrounding area has myriad offerings for dining, drinks, shopping and hotels. The physical address of the building is 1930 Allston Way, Berkeley, CA 94704. The Downtown Berkeley BART station is 1-1/2 blocks from the facility.

### **Parking**

Parking in the vicinity of the theaters includes metered street parking (9am to 6pm Monday through Saturday, including some holidays), several public garages within walking distance and two rentable School District parking lots (total of 130 spaces) located at Milvia & Bancroft and Milvia & Durant.

### **Deliveries & Pick ups**

Items or equipment delivered prior to your event date, or left in the facility after the event's conclusion, require advanced approval from theater management and will be subject to a storage fee.

### **Loading Dock**

The loading dock for Berkeley Community Theater is located mid-block on Allston Way, between Milvia Street and Martin Luther King, Jr. Way. The loading dock is 10' tall x 7.5' wide, is at street level and offers direct access to the stage. A ramp, forklift or lift gate will be needed to load and unload trucks. Only authorized IATSE personnel are allowed to operate forklifts. Temporary 'No Parking' signs/permits, for the spaces adjacent to the loading dock, can be obtained by contacting the City of Berkeley's Transportation Department, once a Use Permit has been issued by BUSD.

### **Front of House Load-in Location**

With prior approval and depending upon other campus activities, direct vehicle access to the interior courtyard/lobby of Berkeley Community Theater may be granted. Vehicles are never allowed onto the courtyard during school days/hours (7:20am – 4:30pm).

### **Decorations & Signage**

Decorations in the lobby, galleries, and auditoria or on stage require advanced approval from theater management. Directional signage shall be limited to the areas providing direct access to the facility, including perimeter gates and box offices, and shall not exceed 3' wide x 4' tall. Easels and sandwich boards are allowed, provided they do not block sidewalks, fire lanes or impede entrance to or exit from the facility.

### **Tables & Chairs**

Tables & chairs shall not be left collapsed and leaning against walls in public areas, halls or other access ways. At no time shall tables or chairs be set up in a manner that blocks any door, stairway or access ramp.

### **Equipment to Bring**

Events that include food service of any kind, the renter or caterer shall provide the following equipment: Dollies/carts/hand trucks for moving equipment into and out of the building, floor mats for food prep areas, and separate trash receptacles for food/compostable items. The facility has a limited number of carts and dollies which may only be used inside the facility, if available. Food is only permitted in the lobby, galleries and exterior courtyard. It is renter's responsibility to keep food out of the auditorium. Events with food will be subject to increased custodial fees.

### **Trash & Recycling**

Facility trash and recycling bins are available in all lobby, gallery and exterior locations. Please place all recyclable material in the appropriate containers and ensure all trash is put into trash bins. Extra, unused or still boxed programs may not be recycled onsite and must be removed from the premises by renter.

### **Cleanup Procedures**

Renter shall be responsible for removal of all equipment, supplies, décor, signage, programs, merchandise, etc. brought into the facility, either by renter, renter's agents, staff or subcontractors. Upon completion of cleanup, renter will request a facility walk through/inspection and sign off by theater management. If any areas are found in unsatisfactory condition or require further cleanup, renter shall perform the necessary cleanup or be subject to additional fees.