

City of Rohnert Park
Dorothy Rohnert Spreckels PAC
RENTAL POLICY
SECTION I – General Policy and Information

The maximum use of Spreckels Performing Arts Center (PAC) is a general policy goal. The City's goal is to make the PAC is to reduce the General Fund burden by seeking multiple types of rental opportunities. Rental events or activities will be encouraged. The word USER in this policy shall refer to facility user renting the facility from the City.

1. **Administrative responsibility** – The PAC Manager, hereafter referred to as the Manager, under supervision of the Community Services Director, shall authorize, approve and administer the use of the PAC and its facilities in accordance with the general policy set forth.
2. **Hours of Use** – The PAC is located in a residential area and consideration must be given to noise factors and traffic generated by each proposed rental use. Therefore, reasonable restrictions may be imposed to minimize the disturbance to nearby residents. Hours of available operation are every day of the week, 8:00am-1:00am.
3. **Facilities** – Theatrical equipment, rigging, light and sound systems, USER rental space, box office services and other amenities may be included for use by USER subject to availability and use of such facilities. A detailed list of facilities and services included in the basic rental agreement and a list of facilities and services that are available for an additional fee, will be made available to potential facility users in a rental information packet.
4. **Technical Personnel Requirements** – PAC shall require all facility users to use PAC technical staff, and USER will be charged for such assistance based upon assessment of USER'S event by the PAC Technical Director and the PAC Manager.
5. **Alcoholic Beverages and Concessions** – The PAC reserves the right to all beverage and concession sales in and around the facility. However, the sale of certain promotional items, ie: posters, t-shirts, etc. by USER may be sold by USER with approval of the Manager. USER must supply all personnel and supplies required for such an enterprise, including but not limited to salespeople, credit card scanners, bags, etc. PAC can provide tables. (An additional fee may apply.)
6. **Responsibility of Users** – Users of the PAC and its facilities shall be responsible for damage or theft of PAC property during the period of use. Users shall be responsible for leaving rented areas clean and in good condition. Any user group failing to exercise proper care, consideration and responsibility in the upkeep and maintenance of the facility may be refused use of the facility in the future.
7. **Liability** - The PAC and the City of Rohnert Park, its employees, volunteers and agents are not responsible for accidents, injury, or loss of individual or group property or damage.
8. **Evaluation** – The Manager shall conduct a continuous evaluation of the PAC facilities and its users, and shall periodically report on same to the City Manager and the City Council. The Manager shall also recommend any needed changes to the policy for the use of the PAC.
9. **Insurance** – Each USER must have, at USER's expense, property damage and public liability insurance in the amount of no less than \$1,000,000, as set forth in the rental agreement. The City of Rohnert Park must be named as additional insured on the insurance policy and endorsements provided to the City. The Manager may require additional insurance as may be determined appropriate, in the Manager's discretion, based on USER's activities.

10. **PAC Assistance** – The PAC staff may provide limited assistance in production and event planning insofar as the PAC deems necessary. The PAC will not be responsible for a production or event, nor for its success or failure. The PAC will also not be responsible for any production or event materials or expenses, needs or requirements not cited in the Rental Agreement, or personnel and equipment not included in contract. PAC is not responsible for the marketing or promotion of User’s event, nor for its success or failure.
11. The City of Rohnert Park shall, on July 1 of each year, increase rental fees by the Consumer Price Index (CPI) or 2%, whichever is higher.

SECTION II – CONDITIONS OF USE

GENERAL

1. Permission for use of the PAC facilities will be granted upon the condition that all rules and requirements governing the use of the PAC are strictly followed; that all necessary fees are paid, and that PAC retains all authority in making final decisions regarding the use of the facility.
2. USER shall at all times comply with occupancy limits as set by the Fire Marshall or as otherwise determined by the Rohnert Park Department of Public Safety. In order to ensure the safe evacuation of people in an emergency, the number of people in the dressing room area is limited to 60 people, maximum capacity. Additional rooms may be rented at USER’S expense if available, and if not available, USER must reduce occupancy or rent, at their own expense, a tent to be set up outside the theater. PAC is not responsible for the safety of the tent nor the people in it.
3. The PAC reserves the right to cancel, reassign or otherwise adjust reservations to comply with the demands of its own programs or emergency requirements. Should such a cancellation, reassignment or adjustment of reservation occur for reasons pertaining to the needs of the PAC, all fees and deposits paid by USER to the PAC will be refunded upon request from USER. The PAC will not be held responsible for any lost revenue to USER due to cancellation.
4. Use of the PAC is subject to the following conditions:
 - A. Use does not interfere with or obstruct PAC use or the use of other users
 - B. The dates and times requested have not been previously allocated
 - C. The required deposits and/or fees have been paid in full
5. Should USER breach the Rental Agreement, or if USER’S event is cancelled because of breach in the rental agreement, or for any reasons for which USER is responsible, all payments made to the PAC by USER will be non-refundable.
6. The facility user group and its qualified representative shall be responsible for any damage to or loss of facility property during time of rented use.
7. Facility users who have reserved the PAC space for performances/events shall have priority for rehearsal/set-up times and dates over those without performance/event Rental Agreements.
8. Non-profit organizations based in Rohnert Park shall be entitled to a 15% discount in rental rate.
9. Facility users requesting use of the PAC shall not be granted permanent, locked-in dates and times on a year-round basis, since this would deprive and hinder other groups wishing to utilize the facilities.
10. USER shall at all times comply with requirements of the State Health and Safety Codes, City ordinances and policies, fire and public safety regulations, and any other applicable laws.
11. All physical adjustments to the PAC facilities including, but not necessarily limited to the following, shall be allowed only by permission from the PAC Technical Director:
 - A. Painting on premises
 - B. Adhesion, connection or suspension from or on walls, ceilings, battens, floors, etc.
 - C. Installation of auxiliary lighting and sound systems or stage rigging.

- D. Removal or repositioning of curtain, cyclorama, scrim or screens
 - E. Repositioning of lobby furniture
12. USER shall refrain from using or exploiting the name of the Spreckels Performing Arts Center to promote or otherwise benefit USER without written approval by the Manager.
 13. USER shall be responsible for security even when an authorized PAC representative is present.
 14. The organization or group representative using any PAC facility must be present during the time of its use. No minor may be left in charge.

CLEANING AND JANITORIAL

1. Users shall be responsible for cleaning the rented spaces before leaving premises. In addition, a custodial fee will be required. USER has three options for fulfilling the cleaning obligations of the contract:
 - A. Use of PAC contracted custodial services. This requires USER to pay actual costs of cleaning.
 - B. Provide their own custodial service. This work must be performed during normal business hours. (List of cleaning duties will be provided by PAC)
 - C. Perform the work themselves using labor provided by USER. (List of duties will be provided by PAC)

If not using PAC contracted custodial services, USER will be required to post a refundable deposit equal to the actual cost of PAC custodial service. After walk-through by PAC staff, deposit will be refunded in full, provided cleaning meets requirements outlined in list of duties. The cost of paper goods (toilet tissue, paper towels, etc.) is included in the rental fee.

TICKETING

1. PAC will operate the **TICKET OFFICE** for all events held in the Center. All tickets will be sold through the PAC's Ticket Office. The PAC may agree to handle non-PAC events at the per performance rate for a percentage of sales as shown on the Rental Fee Schedule. (Appendix A) USER will be charged 10% of all gross revenues from ticket sales for this service. This charge will be deducted from any ticket revenue due the USER.
2. All tickets sold at the PAC shall at all times be under the charge of the Center's Manager. The Manager shall, at the satisfactory termination of the event, make all necessary payments to USER for money received from sale of tickets less expense incurred, including the 10% box office service fee. The City's Finance Division may, at USER's request, pay out the proceeds of any nonrefundable ticket sales on a biweekly basis instead of at the termination of the event, provided that payment of funds shall first have deducted any City expenses for contracted rental, ticket sale, janitorial and personnel fees for the event.
3. USER shall have the right to determine ticket price to each event produced by its organization. Prices may be scaled depending on day, time, seat location, group or other discount and other conditions provided such pricing is compatible with Ticket Office technology and ability to provide clear, quality service to the customer.
4. USER may designate a limited number of "house" seats for its own purpose including complimentary tickets, staff use or for promotional purposes. USER agrees to designate a person responsible for the authorization of any use of such complimentary tickets.

5. The Center reserves the right to hold for its own use, and at no charge, four (4) house seats for every event held at the facility. Said house seats shall be primarily for the purpose of monitoring operations at the Center. In the event house seats are not to be utilized for any performance, they will be returned to sale inventory not later than 1/2 hour prior to a performance at City's discretion.

SECTION III – APPLICATION AND PAYMENT PROCESS

APPLICATION

The application for use of PAC facilities must be completed by a qualified representative of the requesting group with full signing authority, and this representative must be at least 18 years old. Should USER'S application be approved, a rental contract must then be signed by a qualified group representative and Manager.

1. Reservations for use of facilities shall be made by filling out a reservation request form. This form is available on the Spreckels website, or in person at the Spreckels Performing Arts Center, 5409 Snyder Lane, between 10:00 AM and 4:00 PM, Monday through Friday.
2. USER shall provide 3 acceptable dates in order of preference, and accept the possibility that any of these dates can become USER'S actual performance/event dates.
3. Once availability has been ascertained, USER must meet with PAC staff to discuss technical requirements, possible personnel needs, box office policy and procedures, publicity assistance, and other subjects necessary for successful use of the PAC.
4. At this time a rental contract will be created and signed by PAC and a qualified representative of renting organization. USER shall be required to post a deposit of 25% of total rental charges and fees upon signing of rental contract. The balance of total rental fees and charges must be paid no less than 45 days prior to the event (exclusive of ticket-based fees).
5. USER shall sign contract no more than two weeks after approval of rental dates. If contract and deposit are not received within two weeks, the requested dates will be made available to other users.

CANCELLATION

1. If USER cancels this rental agreement at any time prior to the first use date, (ie: rehearsal, load-in, performance, etc.), USER shall reimburse the PAC for any out-of-pocket costs expended by the PAC in connection with this agreement, including but not limited to ticket office services, technical labor, advertising, equipment rental and other miscellaneous charges. In addition, USER shall be subject to the following cancellation charges if cancellation occurs during the time periods set forth below:
 - A. If USER cancels this Rental Agreement with less than 30 days written notice prior to first use of facility, USER shall pay to PAC full contracted amount in rental agreement, plus costs expended by the PAC, less USER'S deposit fee.
 - B. If USER cancels the Rental Agreement with 31-60 days written notice prior to first use of facility, USER shall pay PAC ½ of full contracted amount in rental agreement, plus costs expended by the PAC less USER's deposit fee.
 - C. If USER cancels the Rental Agreement with 61-90 days written notice prior to first use of facility, USER forfeits 25% deposit fee only.

- D. In the event of a Force Majeure event, ie: fire, extreme storms, earthquake, pandemic, etc., events may, at the discretion of the Manager, be cancelled for the safety of patrons, employees, users and artists. Should such measures be taken, USER will be refunded any fees paid, less actual City costs incurred in preparations for the event. The PAC will not be held responsible for any lost revenue to USER due to cancellation. The same policy applies in the event of a planned PG&E outage.

INSURANCE

1. Any group using the PAC facilities must provide proof of insurance for a minimum of \$1,000,000 that covers claims for injuries to persons or damages to property which may arise from or in connection with the rental of the facilities and the activities of the USER as well as any guests, agents, representatives, employees, or subcontractors. The City of Rohnert Park must be named as additional insured. Such insurance coverage shall be primary, and any City insurance will be excess and shall not contribute. Additionally, the USER shall grant a waiver of subrogation in favor of the City.
2. Additional insurance may be required if alcohol is served, including host liquor liability coverage.
3. The City reserves the right to modify these requirements based on the nature of the risk, prior events, existing insurance coverage, or other special circumstances.

SECTION IV – FACILITIES AND AMENITIES

1. The City may rent the following facilities to USER:
 - A. Nellie W. Coddington Theatre and Audience Chamber
 - B. Bette Condiotti Experimental Theatre
 - C. Events Room and Caterer's Kitchen
 - D. Service Bar and Lobby
2. The following items and services shall be provided to USER of the Nellie W. Coddington Theatre for performances/events as needed, and is included in the basic rental fee for the maximum of five (5) hours:

Nellie W. Coddington Theatre (511-seat proscenium theatre)

- Facility electrics, grids, fixtures, dimmers and control
- Standard 3-color wash lighting hang
- Sound reinforcement
- Up to four (4) hand-held, wired microphones and up to two (2) monitors
- Clear-com intercom system throughout
- Up to forty (40) folding chairs for performance use
- Movie screen
- Two private and two ensemble dressing rooms with lighted mirrors, showers, lavatories (all ADA accessible)
- Array of curtains
- Loading dock and Green Room

Bette Condiotti Experimental Stage (50-100 seat black box theatre)

- Audience seating and available seating risers in limited configurations. (Must approve any altered seating arrangements with T.D. An additional fee will apply.)
- Cyclorama, curtains, mirrors

- Facility electrics: 48 circuit overhead lighting grid, fixtures, dimmers and control
- Standard 3-color wash lighting hang
- Sound reinforcement
- Up to four (4) handheld microphones and up to two (2) monitors
- Clear-com intercom system throughout
- One small dressing area or Codding Theatre dressing rooms if available
- Loading dock and Green Room

Events Room/Caterer's Kitchen

- Available chairs, tables and lounge furniture
- Microwave oven and range
- Commercial refrigerator
- Dishwasher and sink

Lobby/Service Bar *(Available only if Codding Theatre and/or Lobby is not in use)*

- Existing furniture layout, NOT TO BE ALTERED unless approved
- Service Bar Area, sinks, counter space, coffee maker are included. USER provides own supplies.
- If USER is selling flowers or any other items in the lobby, all detritus must be cleaned up and the floor vacuumed after use.
- The lobby space is included in the rental of the other spaces in the theatre as an entrance/exit/waiting area. One table/booth/photo op. can be placed in the lobby for an event to be used for display or sale of merchandise. Anything more than one table will result in a fee. This includes a personal table/booth/photo op. or one from the facility. This fee will be \$50 per table/booth/photo op. per show. If the lobby will be used as a space for an event, the fee is listed on our Rental Fee Schedule.

3. THE BASIC RENTAL AGREEMENT DOES NOT INCLUDE THE FOLLOWING:

- A. HOUSE OR TECHNICAL OR PRODUCTION PERSONNEL
- B. SET, LIGHT OR SOUND DESIGN (Basic plots are provided)
- C. PRODUCTION, PUBLICITY OR MATERIAL COSTS
- D. SET-UPS OR LOAD-IN, LOAD-OUT
- E. TOOLS
- F. PROGRAMS
- G. LIGHTING FILTER GELS NOT CURRENTLY AVAILABLE
- H. ANY ITEM OR SERVICE OR AMENITY NOT INCLUDED IN RENTAL AGREEMENT

Section V – Rental User Categories

1. The PAC shall set rental fees based upon categorization of user. Such categories shall be based upon the nature and fiscal make-up of USER and the use of proceeds from USER'S event.
2. User categories are designated as follows:

Category 1 – City/Schools

- A. Activities and/or organization conducted or sponsored by the City of Rohnert Park
- B. Rohnert Park/Cotati public and private accredited schools, pre-school to grade 12

Category 2 – Community Organizations

- A. Organized churches
- B. Community service clubs/organizations which practice community service and non-restrictive membership policies
- C. Primary/Secondary schools
- D. Youth arts schools
- E. Those non-profit organizations with proof of non-profit tax status (e.g. IRC 501(c)(3))

Category 3 – Non-Commercial Users

This group shall consist of private individuals, families and non-formal associations using the PAC facilities for the following:

- A. Weddings, receptions, parties
- B. Reunions, dinner
- C. Meetings

Category 4 – Commercial Users

This group consists of for-profit organizations using the PAC as a place to conduct business and tickets are sold for a profit. Examples could include:

- A. Traveling Theatre Companies
- B. Motivational Speakers
- C. Professional Artists

1.25.2022