SAN LEANDRO UNIFIED SCHOOL DISTRICT
BUSINESS AND OPERATIONS

To: Facilities and Technology Committee

From: Dustin Brown
Kevin Collins, EdD

Date: September 26, 2018

Re: SLUSD AEC Facility License Agreement

In 2011, the SLUSD Governing Board approved a facility license agreement (facility use agreement) for all rentals of the Arts Education Center. The license agreement has been unchanged since that time.

The district Theater Manager, Dustin Brown, is proposing several updates to the agreement. The proposed changes are intended to bring the agreement into alignment with current practice, as well as changes that have occurred since 2011.

Changes include:

- Updating district logo and address
- Calling for digital plans to be given for lighting, stage, and curtain design
- Reduces insurance requirement to $1,000,000 per occurrence (from $2,000,000) to align with other district rental requirements
- Deletes several small requirements which have not been necessary or enforced
- Tones down some language to make it more welcoming

I am attaching here a marked up version of the 2011 agreement noting proposed deletions with strikethroughs and proposed additions bracketed and in red, as well as a final version of the proposed changes.

San Leandro Arts Education Center
License Agreement

This LICENSE AGREEMENT ("Agreement") is entered into by and between San Leandro Unified School District ("District"), with its principal place of business at ~~14735 Juniper Street, San Leandro, CA 94579,~~ [835 E. 14th Street, Suite 200, San Leandro, CA 94577] and ____ _____ ("Licensee"), with its principal place of business at _____ _____ to permit Licensee access and use of the San Leandro Arts Education Center ("AEC") based upon the terms and conditions set forth in this Agreement. When completed and executed by both District and Licensee, the Agreement will be binding unless both parties mutually agree in writing to amend the structure of the Agreement. The District grants to Licensee the use of the AEC under this Agreement as follows:

I. Definitions

1.1 "Event" shall be use of the AEC by Licensee as outlined in the Agreement.

1.2 "Event Period" shall be the amount of time (in hours) the AEC is used to present an event attended by the public, audience or member of a group. The **"Event Period"** includes one (1) hour load-in and one (1) hour load-out time, designated respectively for the set-up and clean-up of Licensee's event. *Any hour over the "Event Period" will be billed in whole hours, and not a fraction thereof.*

Initials_____

II. Terms Of Use

2.1 Term

A. This Agreement shall commence on _____ and terminates on _____ unless the parties agree in writing to extend the term.

2.2 Termination

A. This Agreement shall be terminable without cause by the District upon the giving of thirty (30) days written notice to Licensee.

B. In the event the Licensee shall fail to perform, keep, and observe any of the terms, covenants, or conditions of this Agreement the Theater Facilities Supervisor shall give the Licensee notice of such default and, in the event said default is not remedied to the satisfaction and the approval of the Theater Facilities Supervisor within the time specified, the Licensee may be declared in default and all of its rights hereunder shall be terminated. At the direction of the Theater Facilities Supervisor, the Licensee shall immediately vacate the AEC and shall have no right to further operate therein and shall forfeit all rights under this Agreement, including any monies paid to the AEC or District in the form of rents, deposits, insurance, etc. In addition, Licensee must immediately pay any and all monies due to the District, if applicable, for facility use.

Initials_____

2.3 Smoking and Alcohol

A. **Smoking and Alcohol are strictly prohibited inside the AEC or on any portion of the grounds and facilities of the District**. Licensee is responsible for notifying all event participants and audience members of these limitations. If Licensee's personnel violate these limitations, the Licensee will forfeit future rights to rent the AEC and all other District facilities and shall be responsible for cleaning and damages resulting from such violation(s).

Initials_____

2.4 Seating Capacity

A. The seating capacity of the Main Theater in the AEC is 552. This limit may not be exceeded at any time.

Initials_____

2.5 Facility Use And/Or Equipment Alterations

A. The portions of the AEC available to Licensee during Event Period include only those areas indicated on the Facility Checklist.

B. Licensee shall take the AEC in the condition the Licensee finds it. Under no circumstances may District's equipment or facilities be altered. Any AEC stage equipment or rigging modifications require advance written permission from the District's Theater Facilities Supervisor and shall be completed under the supervision of the AEC technicians or their designates at Licensee's expense. Any and all changes shall be made at the Licensee's expense. AEC structural or electrical changes may be made only with the advance written permission of the District's Theater Facilities Supervisor. *Any and all changes made to the facilities must be restored to the original condition.*

Initials_____

2.6 Facility Lease/Rental Fees and Security Deposit

A. Upon execution of this Agreement, Licensee shall pay to the District the sums set forth in the attached Facility Checklist, incorporated herein by this reference, for the use of the AEC as provided herein

B. All fees shall be paid in lawful currency of the United States and transmitted by Licensee to the District in the form of certified check or cash. Checks should be made payable to the **"San Leandro Arts Education Center."**

C. A minimum $500 refundable security, cleaning and damage deposit, or 25% of the rental fee as specified by the Agreement (whichever is greater) is required upon execution of the Facility Use Document to reserve Licensee's desired Event Period. The security deposit will be applied to the total cost of Licensee's event or refunded, provided that all contractual obligations of Licensee are met prior to or at the conclusion of Licensee's Event Period.

D. Any amounts payable by Licensee hereunder which remain unpaid thirty (30) days after the due date shall be subject to late penalty fees equal to 1.5% per month from the due date until such amount is paid in full. The full rental fee is due thirty (30) days before the rental period (special exceptions may be made by the Theater Facilities Supervisor).

Initials_____

2.7 Stage

~~A.~~ One set of [digital] ground plans will be given to Licensee upon request. ~~If more sets are needed, they will be provided for a $25 fee.~~

B. The AEC stage may not be painted. Licensee may bring in a floor (i.e., Masonite, Marley, or painted floor cloths) to cover the existing stage.

C. Nailing and drilling into the stage floor are ~~not permitted~~ [permitted on a limited basis with prior written approval.] Any damage cause to the stage floor shall be repaired at Licensee's expense.

D. Scenery construction, other than minor repairs and assembly, may not be performed in the AEC unless agreed upon in advance and in writing by the District's Theater Facilities Supervisor.

E. Licensee is responsible for providing all their own tools and hardware for their own use and the District is not liable for any damage or loss of such equipment.

F. All stage draperies will be hung by AEC personnel. At no time may stage draperies be altered, pinned, or taped. If draperies are moved from original line sets and need to be returned for other events, Licensee will be charged for turnover time.

G. Licensee may not alter, remove or attach items of any type to the proscenium at any time.

H. All scenic elements must be designed to break at the curtain line to enable removal after each performance (if necessary). The grand drape and movie screen must have ability to be used after each performance.

I. All sets must be designed and constructed in such a way that all items can be removed and stored backstage to provide access to other AEC users.

Initials_____

2.8 Sound And Lights

A. A pre-production meeting with the Theater Facilities Supervisor must be scheduled at least four (4) weeks prior to load-in. Licensee is responsible for scheduling this meeting at a time convenient to the Theater Facilities Supervisor.

~~B.~~ One (1) set [digital] of grid and circuit plans, a theater lighting plot and equipment inventory will be given to Licensee if required~~, with additional sets costing $25 each.~~

C. The House lighting plot is permanent and may not be altered. It may, however, be supplemented by the Licensee and at the Licensee's cost based on availability of circuits and equipment and upon prior written approval of the District's Theater Facilities Supervisor.

~~D.~~ All lighting equipment will be hung and focused by electricians approved in advance by the District's Theater Facilities Supervisor. Light design and equipment lists must be approved ~~four (4) weeks prior to load-in~~ at the pre-production meeting. ~~A late fee may apply if not received by the four (4) week deadline (see Facility Checklist).~~

E. The use of the AEC lighting, sound, and rigging equipment is for the enhancement of Licensee's event and may be withdrawn at any time in case of abuse, at the sole discretion of the District.

F. Only technicians approved in advance and in writing by the District's Theater Facilities Supervisor may operate the sound and lighting equipment. Technician *costs to make approved changes and to restore to the AEC's standard set-up* will be billed to the Licensee at applicable rates (see Facility Checklist).

Initials_____

2.9 Rigging

A. All rigging of scenery, flats, signs, banners, pulleys, etc. must be pre-approved by the Theater Facilities Supervisor at least four (4) weeks prior to load-in.

B. Licensee is liable for any damage incurred as the results of any altered rigging.

Initials_____

2.10 Box Office

A. The San Leandro Unified School District does not provide box office services for Licensees. All ticket sales, will call arrangements, ticket stock, and cash handling is the sole responsibility of the Licensee.

B. The theater may not be oversold. Seating is limited to 552 by the fire marshal and "standing room" is not permitted. Under no circumstances will a larger number of persons be allowed in the audience seating area than the total number of seats.

C. Licensee may designate any number of "house" seats for its own purpose including complimentary tickets, staff use or for promotional purposes. Licensee agrees to designate a person responsible for the authorization of any use of such complimentary tickets.

D. The District reserves the right to hold for its own use, and at no charge, four (4) house seats for every event held at the AEC. Said house seats shall be primarily for the purpose of monitoring operations at the AEC. In the event house seats are not to be utilized for any performance, they will be returned to sale inventory no later than thirty (30) minutes prior to a performance and any subsequent sale shall be to the benefit of the Licensee.

Initials_____

2.11 Security/Backstage Access

A. At the expense of the Licensee, and at the sole discretion of the District's Theater Facilities Supervisor, additional security may be required for the Licensee's event. In

these cases, proof of suitable arrangements must be submitted for the Theater Facilities Supervisor not less than thirty (30) days prior to the first scheduled event date.

B. Licensee must provide an approved list of production personnel to be admitted to the backstage area. Recognizing limitations on back-stage occupancy, a limited number of production guests may be admitted. The Theater Facilities Supervisor or his/her designee may limit the number of guests permitted backstage at any time.

C. Access lists must be provided by Licensee to the Theater Facilities Supervisor no later than five (5) days prior to the event and the necessary staff will be assigned based on the Licensee's backstage list. ~~If information is provided less than five (5) days prior to event, additional "special handling" charges may apply (see Facility Checklist).~~

D. At no time are guests allowed in the control room. Only one (1) member from the Licensee's organization may be in the control room at all times, *unless permission is granted before Event Period by the Theater Facilities Supervisor in writing.* Please make arrangements prior to your event for proper procedures while in control room.

Initials_____

2.12 Storage Space for Licensee

A. Run-of-show storage space will be provided as available and by prior arrangement with the Theater Facilities Supervisor. Items left in the AEC after the expiration of this Agreement shall become the property of the District unless previous arrangements have been made with the Theater Facilities Supervisor. The District assumes no responsibility for Licensee's property or materials at any time. Licensee shall be responsible for any costs associated with the removal and/or disposal of abandoned property or materials.

B. An additional fee may be charged to Licensee for any materials not removed from AEC premises after scheduled performance and/or rehearsal times, or not stored by previous arrangement (see Facility Checklist).

C. In the event that Licensee leaves equipment (sets, costumes, lighting equipment, etc.) in the AEC and the District has booked an event during the same time period that Licensee's equipment is still in the AEC, Licensee shall:

   a. Arrange for equipment to be stored or removed from the AEC within 24 hours (charges may apply), or

   b. Be charged rehearsal or performance rates, as set forth in the Facility Checklist.

Initials_____

2.13 Videotaping/Audio Taping

~~A. It is standard practice to not allow any recording of the artistic product at the AEC. Advance written permission from the Theater Facilities Supervisor is required for any videotaping, audio recording, or photography in the AEC.~~

B. It may be necessary to block off seats in the Theater to accommodate equipment required for recording, videotaping or photography. The Licensee is solely responsible for identifying such requirements and removing the designated seats from sale inventory.

Initials_____

2.14 Advertising

A. Posters, flyers and other promotional or informational materials may be placed in designated locations with advanced written approval of the District's Theater Facilities Supervisor.

~~B. *After an AEC logo is adopted*, all materials must include the AEC logo and identifying text. Logo usages guidelines will be provided by the District to Licensee upon execution of this Agreement.~~

Initials_____

2.15 Concessions

~~A. The District reserves all concession rights for its own benefit, including sale of all food and beverages.~~

B. The District reserves the right to establish a list of approved caterers, which will be permitted to provide service in the Theatre Lobby for private parties and events. (Approved list available on request.)

C. The District's Theater Facilities Supervisor must approve any food and beverage service equipment and arrangements in advance.

D. **Food and drinks are permitted in the lobby only**. An exception may be made for plain water ~~only as required by individuals for medical purposes.~~

Initials_____

2.16 Souvenir and Gift Concessions

A. Programs, ~~compact discs, digital video discs~~, [souvenirs] or other merchandise related to a performance or to the Licensee may be sold in the AEC lobby, provided prior arrangements are made with the District's Theater Facilities Supervisor.

~~B. Sales of merchandise are subject to a surcharge appropriate to local conditions of the gross receipts payable to the "San Leandro Arts Education Center", as set forth in the Facility Checklist.~~

Initials_____

2.17 Marquee

A. An electronic reader board located next to the AEC's main entrance on Bancroft Avenue will be updated on a weekly basis. Approximately four-to-six (4-6) weeks in advance of Licensee's Event, and as space permits, Licensee's Event information will be displayed on this marquee.

~~B. The message will appear no longer than six (6) seconds before changing to a new screen. The standard preview announcement displays the event title and date(s). No telephone numbers, other than the AEC Box Office number will appear on the sign, without the Theater Facilities Supervisor's approval.~~

Initials_____

2.18 Animals

A. Only service animals (e.g., seeing-eye dogs) will be permitted in the AEC. *This also applies to performance animals. At the discretion of the Theater Facilities Supervisor, performance animals may be allowed on a case by case basis and with an additional security deposit on file.*

Initials_____

2.19 Fire/Pyrotechnics

A. No fire or pyrotechnics may be used in the facility at any time without the prior written approval of the county fire marshal and the Theater Facilities Supervisor.

Initials_____

III. Limitation, Liability And Remedy

3.1 Damage to Facility or Equipment

A. Costs incurred to repair or replace damaged, lost, or stolen equipment, and costs incurred in repairing facilities (not due to normal wear and tear), shall be paid by the Licensee or its representatives using the AEC during which time said equipment or facilities were damaged, lost, or stolen.

Initials_____

3.2 Insurance

A. The Licensee shall maintain public liability insurance which shall have a limit of not less than ~~$2,000,000~~ [$1,000,000] per occurrence and ~~$4,000,000~~ [$2,000,000] general aggregate for death or bodily injury to one or more persons and damage to or loss of property. The insurance policy must remain in force during the term of this Agreement. Said insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy.

i. District, its officers, agents, and employees, are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

ii. The insurance provided herein is primary coverage to the District with respect to any insurance or self-insurance programs maintained by the District.

B. The following documentation shall be submitted to the District:

i. Properly executed Certificates of Insurance clearly evidencing all coverage's limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement. Licensee agrees to maintain current Certificates of Insurance evidencing the above-required coverage, limits, and endorsements on file with the District for the duration of this Agreement.

ii. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

iii. After the Agreement has been signed, signed Certificates of Insurance and required endorsements shall be submitted for any renewal or replacement of a policy that already exists, at least fourteen (14) days before expiration or other termination of the existing policy.

C. All of insurance required under this Agreement shall: (i) be issued by insurance companies authorized to do business in the State of California, with a financial rating of at least A VIII as rated in the most recent edition of Best's Insurance Reports and (ii) contain an endorsement requiring thirty (30) days' written notice from the insurance company to both parties before cancellation or change in the coverage, scope, or amount.

3.3 Indemnification

A. Licensee agrees to accept all responsibility for loss or damage to any person or entity, including District, and to indemnify, hold harmless, and release District, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Licensee, that arise out of, pertain to, or relate to Licensee's performance or obligations under this Agreement. Licensee agrees to provide a complete defense for any claim or action brought against District based upon a claim relating to Licensee's performance or obligations under this Agreement. Licensee's obligations under this section apply whether or not there is concurrent negligence on District's part, but to the extent required by law, excluding liability due to District's conduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Licensee or its agents under workers' compensation act, disability benefits acts, or other employee benefit acts.

3.4 Safety

A. It is the sole responsibility of the Licensee to familiarize themselves, their agents, volunteers, program participants, and employees with the safety procedures and regulations governing all AEC and District facilities used by the Licensee. If necessary, and upon request by the Licensee, the Theater Facilities Supervisor, or his/her agent, will meet to provide proper safety instruction.

B. For the protection of the equipment and the safety of persons occupying the stage, the District reserves the right to request the removal of any member of Licensee's crew or participants whose conduct or procedures may be considered damaging to the equipment or hazardous to the safety of any person inside the AEC.

3.5 Maintenance

A. Licensee shall at Licensee's own expense and at all times, preserve and keep the AEC in good working order and in clean and safe condition. Licensee may be charged for any excessive cleaning at the prescribed rate and may forfeit the mandatory security deposit.

B. Licensee agrees that no statements, representations, or warranties, express or implied, have been made by or on behalf of the District in respect thereto except as contained in the provisions of this Agreement.

C. Licensee shall immediately notify the District's Theater Facilities Supervisor, in writing, of any damage or unsafe conditions to the AEC.

Initials_____

3.6 Copyright Infringement

A. Licensee is solely responsible for securing performance rights, copyright clearance and for making any and all required royalty payments pertaining to performances and other activities in the AEC. The District has no liability and shall incur no expense arising from the appropriate or inappropriate use of any composition, work, or material covered by copyright.

Initials_____

3.7 No Discrimination

A. Licensee and its employees shall not discriminate on the basis of race, religion, color, ancestry, sex, disability, national origin, or any other prohibited grounds against any person seeking employment or participating in services provided by Licensee.

Initials_____

3.8 Assignment

A. Licensee shall not assign, sublet or otherwise transfer or encumber any of its rights under this Agreement to any other person without first obtaining the written consent of the District.

Initials_____

3.9 Governing Law

A. This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the laws of the State of California, and shall be deemed to be executed in San Leandro, California and no other place.

Initials_____

3.10 Compliance with Laws

A. Licensee shall at all times comply with all applicable local, state, and federal laws, regulations and District policies.

Initials_____

3.11 Jurisdiction

A. Any legal action or proceeding relating to this Agreement shall be instituted in any state or federal court in San Francisco or Alameda County, California and no other place.

The District and Licensee agree to submit to the jurisdiction of, and agree that venue is proper in, the aforesaid courts in any such legal action or proceeding.

Initials_____

3.12 Artistic Integrity

A. The District and the District's Theater Facilities Supervisor hereby affirm the right of the Licensee to artistic control of its performances or events and further affirm Licensee's right to free expression provided all other contractual obligations are satisfied.

B. To balance free expression, artistic control and the objective of supporting appropriate content in a school environment:

   a. Programming must be approved by the Theater Facilities Supervisor prior to this Agreement being signed. It is the sole discretion of the Theater Facilities Supervisor to approve all events to be held at the AEC.

   b. The Theater Facilities Supervisor will require appropriate notice in advertising or publicity if performances/art contain material that may be considered objectionable to some patrons.

Initials_____

3.13 No Agency

A. No person affiliated with Licensee shall be deemed to be an employee or agent of the District.

3.14 Notice

A. Any notices required to be given under this Agreement shall be written and shall be served either by personal delivery or by first class mail, postage prepaid, and addressed as follows:

_____	_____
_____	_____
District	Licensee

3.15 Facility Use Administration

A. The Theater Facilities Supervisor is charged with administering this Agreement. The Theater Facilities Supervisor's authority is derived from the District's Board of Education via the Superintendent and administrative designees.

Initials_____

Executed by Licensee	**Executed by the San Leandro Unified School District**
By: _____	By: _____
Name (printed) _____	Name: _____
Title: _____	Title: _____

Date: _____ Date: _____

San Leandro Arts Education Center
License Agreement

This LICENSE AGREEMENT ("Agreement") is entered into by and between San Leandro Unified School District ("District"), with its principal place of business at 835 E. 14th Street, Suite 200, San Leandro, CA 94577, and _____ ("Licensee"), with its principal place of business at _____ to permit Licensee access and use of the San Leandro Arts Education Center ("AEC") based upon the terms and conditions set forth in this Agreement. When completed and executed by both District and Licensee, the Agreement will be binding unless both parties mutually agree in writing to amend the structure of the Agreement. The District grants to Licensee the use of the AEC under this Agreement as follows:

I. Definitions

1.1 "Event" shall be use of the AEC by Licensee as outlined in the Agreement.

1.2 "Event Period" shall be the amount of time (in hours) the AEC is used to present an event attended by the public, audience or member of a group. The "Event Period" includes one (1) hour load-in and one (1) hour load-out time, designated respectively for the set-up and clean-up of Licensee's event. Any hour over the "Event Period" will be billed in whole hours, and not a fraction thereof.

Initials_____

II. Terms Of Use

2.1 Term

A. This Agreement shall commence on _____ and terminates on _____ unless the parties agree in writing to extend the term.

2.2 Termination

A. This Agreement shall be terminable without cause by the District upon the giving of thirty (30) days written notice to Licensee.

B. In the event the Licensee shall fail to perform, keep, and observe any of the terms, covenants, or conditions of this Agreement the Theater Facilities Supervisor shall give the Licensee notice of such default and, in the event said default is not remedied to the satisfaction and the approval of the Theater Facilities Supervisor within the time specified, the Licensee may be declared in default and all of its rights hereunder shall be terminated. At the direction of the Theater Facilities Supervisor, the Licensee shall immediately vacate the AEC and shall have no right to further operate therein and shall forfeit all rights under this Agreement, including any monies paid to the AEC or District in the form of rents, deposits, insurance, etc. In addition, Licensee must immediately pay any and all monies due to the District, if applicable, for facility use.

Initials_____

2.3 Smoking and Alcohol

A. Smoking and Alcohol are strictly prohibited inside the AEC or on any portion of the grounds and facilities of the District. Licensee is responsible for notifying all event participants and audience members of these limitations. If Licensee's personnel violate these limitations, the Licensee will forfeit future rights to rent the AEC and all other District facilities and shall be responsible for cleaning and damages resulting from such violation(s).

Initials_____

2.4 Seating Capacity

A. The seating capacity of the Main Theater in the AEC is 552. This limit may not be exceeded at any time.

Initials_____

2.5 Facility Use And/Or Equipment Alterations

A. The portions of the AEC available to Licensee during Event Period include only those areas indicated on the Facility Checklist.

B. Licensee shall take the AEC in the condition the Licensee finds it. Under no circumstances may District's equipment or facilities be altered. Any AEC stage equipment or rigging modifications require advance written permission from the District's Theater Facilities Supervisor and shall be completed under the supervision of the AEC technicians or their designates at Licensee's expense. Any and all changes shall be made at the Licensee's expense. AEC structural or electrical changes may be made only with the advance written permission of the District's Theater Facilities Supervisor. Any and all changes made to the facilities must be restored to the original condition.

Initials_____

2.6 Facility Lease/Rental Fees and Security Deposit

A. Upon execution of this Agreement, Licensee shall pay to the District the sums set forth in the attached Facility Checklist, incorporated herein by this reference, for the use of the AEC as provided herein

B. All fees shall be paid in lawful currency of the United States and transmitted by Licensee to the District in the form of certified check or cash. Checks should be made payable to the **"San Leandro Arts Education Center."**

C. A minimum $500 refundable security, cleaning and damage deposit, or 25% of the rental fee as specified by the Agreement (whichever is greater) is required upon execution of the Facility Use Document to reserve Licensee's desired Event Period. The security deposit will be applied to the total cost of Licensee's event or refunded, provided that all contractual obligations of Licensee are met prior to or at the conclusion of Licensee's Event Period.

D. Any amounts payable by Licensee hereunder which remain unpaid thirty (30) days after the due date shall be subject to late penalty fees equal to 1.5% per month from the due date until such amount is paid in full. The full rental fee is due thirty (30) days before the rental period (special exceptions may be made by the Theater Facilities Supervisor).

Initials_____

2.7 Stage

A. One set of digital ground plans will be given to Licensee upon request.

B. The AEC stage may not be painted. Licensee may bring in a floor (i.e., Masonite, Marley, or painted floor cloths) to cover the existing stage.

C. Nailing and drilling into the stage floor are permitted on a limited basis with prior written approval. Any damage cause to the stage floor shall be repaired at Licensee's expense.

D. Scenery construction, other than minor repairs and assembly, may not be performed in the AEC unless agreed upon in advance and in writing by the District's Theater Facilities Supervisor.

E. Licensee is responsible for providing all their own tools and hardware for their own use and the District is not liable for any damage or loss of such equipment.

F. All stage draperies will be hung by AEC personnel. At no time may stage draperies be altered, pinned, or taped. If draperies are moved from original line sets and need to be returned for other events, Licensee will be charged for turnover time.

G. Licensee may not alter, remove or attach items of any type to the proscenium at any time.

H. All scenic elements must be designed to break at the curtain line to enable removal after each performance (if necessary). The grand drape and movie screen must have ability to be used after each performance.

I. All sets must be designed and constructed in such a way that all items can be removed and stored backstage to provide access to other AEC users.

Initials_____

2.8 Sound And Lights

A. A pre-production meeting with the Theater Facilities Supervisor must be scheduled at least four (4) weeks prior to load-in. Licensee is responsible for scheduling this meeting at a time convenient to the Theater Facilities Supervisor.

B. One (1) set digital of grid and circuit plans, a theater lighting plot and equipment inventory will be given to Licensee if required.

C. The House lighting plot is permanent and may not be altered. It may, however, be supplemented by the Licensee and at the Licensee's cost based on availability of circuits and equipment and upon prior written approval of the District's Theater Facilities Supervisor.

D. All lighting equipment will be hung and focused by electricians approved in advance by the District's Theater Facilities Supervisor. Light design and equipment lists must be approved at the pre-production meeting. The use of the AEC lighting, sound, and rigging equipment is for the enhancement of Licensee's event and may be withdrawn at any time in case of abuse, at the sole discretion of the District.

E. Only technicians approved in advance and in writing by the District's Theater Facilities Supervisor may operate the sound and lighting equipment. Technician costs to make approved changes and to restore to the AEC's standard set-up will be billed to the Licensee at applicable rates (see Facility Checklist).

Initials_____

2.9 Rigging

A. All rigging of scenery, flats, signs, banners, pulleys, etc. must be pre-approved by the Theater Facilities Supervisor at least four (4) weeks prior to load-in.

B. Licensee is liable for any damage incurred as the results of any altered rigging.

Initials_____

2.10 Box Office

A. The San Leandro Unified School District does not provide box office services for Licensees. All ticket sales, will call arrangements, ticket stock, and cash handling is the sole responsibility of the Licensee.

B. The theater may not be oversold. Seating is limited to 552 by the fire marshal and "standing room" is not permitted. Under no circumstances will a larger number of persons be allowed in the audience seating area than the total number of seats.

C. Licensee may designate any number of "house" seats for its own purpose including complimentary tickets, staff use or for promotional purposes. Licensee agrees to designate a person responsible for the authorization of any use of such complimentary tickets.

D. The District reserves the right to hold for its own use, and at no charge, four (4) house seats for every event held at the AEC. Said house seats shall be primarily for the purpose of monitoring operations at the AEC. In the event house seats are not to be utilized for any performance, they will be returned to sale inventory no later than thirty (30) minutes prior to a performance and any subsequent sale shall be to the benefit of the Licensee.

Initials_____

2.11 Security/Backstage Access

A. At the expense of the Licensee, and at the sole discretion of the District's Theater Facilities Supervisor, additional security may be required for the Licensee's event. In these cases, proof of suitable arrangements must be submitted for the Theater Facilities Supervisor not less than thirty (30) days prior to the first scheduled event date.

B. Licensee must provide an approved list of production personnel to be admitted to the backstage area. Recognizing limitations on back-stage occupancy, a limited number of production guests may be admitted. The Theater Facilities Supervisor or his/her designee may limit the number of guests permitted backstage at any time.

C. Access lists must be provided by Licensee to the Theater Facilities Supervisor no later than five (5) days prior to the event and the necessary staff will be assigned based on the Licensee's backstage list.

D. At no time are guests allowed in the control room. Only one (1) member from the Licensee's organization may be in the control room at all times, unless permission is granted before Event Period by the Theater Facilities Supervisor in writing. Please make arrangements prior to your event for proper procedures while in control room.

Initials_____

2.12 Storage Space for Licensee

A. Run-of-show storage space will be provided as available and by prior arrangement with the Theater Facilities Supervisor. Items left in the AEC after the expiration of this Agreement shall become the property of the District unless previous arrangements have been made with the Theater Facilities Supervisor. The District assumes no responsibility for Licensee's property or materials at any time. Licensee shall be responsible for any costs associated with the removal and/or disposal of abandoned property or materials.

B. An additional fee may be charged to Licensee for any materials not removed from AEC premises after scheduled performance and/or rehearsal times, or not stored by previous arrangement (see Facility Checklist).

C. In the event that Licensee leaves equipment (sets, costumes, lighting equipment, etc.) in the AEC and the District has booked an event during the same time period that Licensee's equipment is still in the AEC, Licensee shall:

   a. Arrange for equipment to be stored or removed from the AEC within 24 hours (charges may apply), or

   b. Be charged rehearsal or performance rates, as set forth in the Facility Checklist.

Initials_____

2.13 Videotaping/Audio Taping

A. It may be necessary to block off seats in the Theater to accommodate equipment required for recording, videotaping or photography. The Licensee is solely responsible for identifying such requirements and removing the designated seats from sale inventory.

Initials_____

2.14 Advertising

A. Posters, flyers and other promotional or informational materials may be placed in designated locations with advanced written approval of the District's Theater Facilities Supervisor.

Initials_____

2.15 Concessions

A. The District reserves the right to establish a list of approved caterers, which will be permitted to provide service in the Theatre Lobby for private parties and events. (Approved list available on request.)

B. The District's Theater Facilities Supervisor must approve any food and beverage service equipment and arrangements in advance.

C. Food and drinks are permitted in the lobby only. An exception may be made for plain water.

Initials_____

2.16 Souvenir and Gift Concessions

A. Programs, souvenirs or other merchandise related to a performance or to the Licensee may be sold in the AEC lobby, provided prior arrangements are made with the District's Theater Facilities Supervisor.

Initials_____

2.17 Marquee

A. An electronic reader board located next to the AEC's main entrance on Bancroft Avenue will be updated on a weekly basis. Approximately four-to-six (4-6) weeks in advance of Licensee's Event, and as space permits, Licensee's Event information will be displayed on this marquee.

Initials_____

2.18 Animals

A. Only service animals (e.g., seeing-eye dogs) will be permitted in the AEC. This also applies to performance animals. At the discretion of the Theater Facilities Supervisor, performance animals may be allowed on a case by case basis and with an additional security deposit on file.

Initials_____

2.19 Fire/Pyrotechnics

A. No fire or pyrotechnics may be used in the facility at any time without the prior written approval of the county fire marshal and the Theater Facilities Supervisor.

Initials_____

III. Limitation, Liability And Remedy

3.1 Damage to Facility or Equipment

A. Costs incurred to repair or replace damaged, lost, or stolen equipment, and costs incurred in repairing facilities (not due to normal wear and tear), shall be paid by the Licensee or its representatives using the AEC during which time said equipment or facilities were damaged, lost, or stolen.

Initials_____

3.2 Insurance

A. The Licensee shall maintain public liability insurance which shall have a limit of not less than $1,000,000 per occurrence and $2,000,000 general aggregate for death or bodily injury to one or more persons and damage to or loss of property. The insurance policy must remain in force during the term of this Agreement. Said insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy.

   i. District, its officers, agents, and employees, are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

   ii. The insurance provided herein is primary coverage to the District with respect to any insurance or self-insurance programs maintained by the District.

B. The following documentation shall be submitted to the District:

   i. Properly executed Certificates of Insurance clearly evidencing all coverage's limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement. Licensee agrees to maintain current Certificates of Insurance evidencing the above-required coverage, limits, and endorsements on file with the District for the duration of this Agreement.

   ii. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

   iii. After the Agreement has been signed, signed Certificates of Insurance and required endorsements shall be submitted for any renewal or replacement of a policy that already exists, at least fourteen (14) days before expiration or other termination of the existing policy.

C. All of insurance required under this Agreement shall: (i) be issued by insurance companies authorized to do business in the State of California, with a financial rating of at least A VIII as rated in the most recent edition of Best's Insurance Reports and (ii) contain an endorsement requiring thirty (30) days' written notice from the insurance company to both parties before cancellation or change in the coverage, scope, or amount.

3.3 Indemnification

A. Licensee agrees to accept all responsibility for loss or damage to any person or entity, including District, and to indemnify, hold harmless, and release District, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Licensee, that arise out of, pertain to, or relate to Licensee's performance or obligations under this Agreement. Licensee agrees to provide a complete defense for any claim or action brought against District based upon a claim relating to Licensee's performance or obligations under this Agreement. Licensee's obligations under this section apply whether or not there is concurrent negligence on District's part, but to the extent required by law, excluding liability due to District's conduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Licensee or its agents under workers' compensation act, disability benefits acts, or other employee benefit acts.

3.4 Safety

A. It is the sole responsibility of the Licensee to familiarize themselves, their agents, volunteers, program participants, and employees with the safety procedures and regulations governing all AEC and District facilities used by the Licensee. If necessary, and upon request by the Licensee, the Theater Facilities Supervisor, or his/her agent, will meet to provide proper safety instruction.

B. For the protection of the equipment and the safety of persons occupying the stage, the District reserves the right to request the removal of any member of Licensee's crew or participants whose conduct or procedures may be considered damaging to the equipment or hazardous to the safety of any person inside the AEC.

3.5 Maintenance

A. Licensee shall at Licensee's own expense and at all times, preserve and keep the AEC in good working order and in clean and safe condition. Licensee may be charged for any excessive cleaning at the prescribed rate and may forfeit the mandatory security deposit.

B. Licensee agrees that no statements, representations, or warranties, express or implied, have been made by or on behalf of the District in respect thereto except as contained in the provisions of this Agreement.

C. Licensee shall immediately notify the District's Theater Facilities Supervisor, in writing, of any damage or unsafe conditions to the AEC.

Initials_____

3.6 Copyright Infringement

A. Licensee is solely responsible for securing performance rights, copyright clearance and for making any and all required royalty payments pertaining to performances and other activities in the AEC. The District has no liability and shall incur no expense arising from the appropriate or inappropriate use of any composition, work, or material covered by copyright.

Initials_____

3.7 No Discrimination

A. Licensee and its employees shall not discriminate on the basis of race, religion, color, ancestry, sex, disability, national origin, or any other prohibited grounds against any person seeking employment or participating in services provided by Licensee.

Initials_____

3.8 Assignment

A. Licensee shall not assign, sublet or otherwise transfer or encumber any of its rights under this Agreement to any other person without first obtaining the written consent of the District.

Initials_____

3.9 Governing Law

A. This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the laws of the State of California, and shall be deemed to be executed in San Leandro, California and no other place.

Initials_____

3.10 Compliance with Laws

A. Licensee shall at all times comply with all applicable local, state, and federal laws, regulations and District policies.

Initials_____

3.11 Jurisdiction

A. Any legal action or proceeding relating to this Agreement shall be instituted in any state or federal court in San Francisco or Alameda County, California and no other place. The District and Licensee agree to submit to the jurisdiction of, and agree that venue is proper in, the aforesaid courts in any such legal action or proceeding.

Initials_____

3.12 Artistic Integrity

A. The District and the District's Theater Facilities Supervisor hereby affirm the right of the Licensee to artistic control of its performances or events and further affirm Licensee's right to free expression provided all other contractual obligations are satisfied.

B. To balance free expression, artistic control and the objective of supporting appropriate content in a school environment:

   a. Programming must be approved by the Theater Facilities Supervisor prior to this Agreement being signed. It is the sole discretion of the Theater Facilities Supervisor to approve all events to be held at the AEC.

b. The Theater Facilities Supervisor will require appropriate notice in advertising or publicity if performances/art contain material that may be considered objectionable to some patrons.

Initials_____

3.13 No Agency

A. No person affiliated with Licensee shall be deemed to be an employee or agent of the District.

3.14 Notice

A. Any notices required to be given under this Agreement shall be written and shall be served either by personal delivery or by first class mail, postage prepaid, and addressed as follows:

_____	_____
_____	_____
District	Licensee

3.15 Facility Use Administration

A. The Theater Facilities Supervisor is charged with administering this Agreement. The Theater Facilities Supervisor's authority is derived from the District's Board of Education via the Superintendent and administrative designees.

Initials_____

Executed by Licensee	**Executed by the San Leandro Unified School District**
By: _____	By: _____
Name (printed) _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____