

City of Campbell  
Recreation & Community Services Department  
THEATRE PROGRAM



# **THEATRE USE POLICY**

**Heritage Theatre  
at the Campbell Community Center  
1 West Campbell Avenue  
Campbell, CA 95008**

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**[www.heritagetheatre.org](http://www.heritagetheatre.org)**

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# Theatre Use Policy

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### **Campbell Heritage Theatre**

1 W. Campbell Avenue, #C32  
Campbell, CA 95008-1039  
(408) 866-2700  
Fax: (408) 866-2730  
[www.heritagetheatre.org](http://www.heritagetheatre.org)

## **THEATRE USE POLICY**

The purpose of the Theatre Use Policy is to assure that the facility is utilized for recreational, cultural, educational, social and community service functions that meet the needs and interests of the community, as well as to set clear policies, procedures, regulations and rental fees regarding such uses.

### **Heritage Theatre Maximum capacity: 802**

#### **A. Applications**

1. Application must be made minimum of forty-five (45) days prior to the desired date of use. The Facility Use Application/Technical Rider must be completed and can be mailed, emailed, faxed or delivered in person. An estimate will be provided by the Theatre Manager and must be approved before the appropriate deposit(s) can be accepted. Once the deposit is processed, a Permit will be issued.
  - a. Any modifications made to the Permit must be made in writing. Modifications can be made up to two weeks prior to first scheduled event date and will be billed at \$30.00/change.
2. Applicants must be at least 18 years of age or older and authorized to enter into an agreement, and an approved representative must be present throughout the entire use of the facility.
3. The Permit provided to the Rental Client will include:
  - a. Estimate of base rent fees and all equipment, service and staffing costs. Payment of the estimate is due 30 days in advance of the first use date if the event is private or free to the public. If admissions are sold, no payment other than the deposit is required in advance unless ticket sales do not cover the cost of the estimate (see section "b" below). Clients are to realize that estimates are provided based on their application and the Theatre Manager's best estimate of use. Final charges will be assessed for actual facility and equipment use, as well as actual service and staffing fees provided and will be outlined in the final Settlement Report and result in a zero balance, additional fees due, or partial refund due to the client. Settlements will be performed within two weeks following last scheduled rental date.
  - b. All Rental Clients selling admissions to their event are required to use the Heritage Theatre Box Office for ticket sales and printing. If ticket sales do not cover the cost of the estimate within one week of the first scheduled event date, Rental Client is responsible to pay the estimate. The only acceptable forms of payment at that time will be VISA, MasterCard, Discover, American Express, cash, certified money order or cashier's check. See Section F, page 5 for details on Box Office Management.
  - c. Theatre Manager will complete a detailed estimate based on the completed Facility Use Application. If Rental Client is comfortable with the estimate, the deposit will be accepted. A refundable security/damage

deposit of **\$500.00-\$5,000.00/date** is required and confirms your date. The deposit may be refunded if there are no additional fees due, or applied to (deducted from) the total balance due. In addition to fees for facility or equipment use, services, or staffing, the security/damage deposit may also be partially or fully withheld to apply to any charges for damaged or lost equipment, repairs to the facility, extra maintenance (i.e., carpet cleaning), failure to complete pre and post event walkthroughs or failure to vacate the premises at the end time on the Permit.

4. Rentals are not confirmed until applicant receives a Permit. Absolutely no publicity or invitations shall be distributed until the applicant receives this official confirmation. When security services or insurance are required; applicant must meet requirements at least thirty (30) days prior to event/scheduled use or reservation will automatically become null and void.
5. No overnight uses will be allowed. The time reserved must be inclusive of whatever time is needed for set-up, actual event time, and clean up at the conclusion of use.
6. Appointments to view the facility must be scheduled in advance with the Theatre Manager.
7. Theatre Scheduling: Due to the high financial impact of promoting routing dates (flexibility of scheduling) during the spring, summer, and fall entertainment series, priority will always be given to scheduling in-house productions. Rental dates by outside organizations may be booked up to twelve (12) months in advance of the event. If a scheduled date must be moved to accommodate an in-house production, every effort will be made to find an acceptable alternate date. In addition, preference for available dates will be given to those presenting successful annual events where a specific date is critical to the success of the event. High priority will be given to those signing multiple (4+) event contracts per year with the Heritage Theatre.

**B. Payment of Fees:** Any fees paid less than thirty (30) days in advance of the first use date must be paid by cash, guaranteed money order, or an accepted charge card (Visa, MasterCard, Discover or American Express) in the name of the hosting/producing organization/person. For Theatre Use Fees and associated Staff and Equipment Use Fees, please see Exhibit D, Schedule of Fees and Charges for Use of the Heritage Theatre.

**C. Cancellations:** Notice of the desire to cancel a booking/reservation must be received, **in writing**, by the Rental Client whose name appears on the contract. If written notice of cancellation is received 120 days in advance of the first scheduled date of use, the deposit will be refunded, less a \$50.00 processing fee and accrued rental fees to date. Cancellations received less than 120 days in advance of the first use date shall be subject to loss of entire deposit. The City of Campbell reserves the right to cancel any use in emergency situations or when deemed necessary for the safety and best interests of the customers, the City of Campbell, or all concerned. In such cases, a refund of all fees and deposits paid will be provided. The City of Campbell will not be liable for any other

expenses incurred by Rental Client in relationship to this booking, including but not limited to lost profit or income, expenses incurred, and incidental, special or consequential damages of any kind.

1. Force Majeure: If the Heritage Theatre is unfit for occupancy by Rental Client during the period covered by agreement, by reason of fire, earthquake, strike, civil disturbance or any other cause beyond the control of the City of Campbell, then the agreement shall be of no further force and effect.

#### **D. Insurance Requirements**

1. The Rental Client shall be responsible for any and all damage to the Heritage Theatre and its' premises, equipment and property during their occupation of the facility.
2. The Rental Client will be held responsible for all actions, behavior, and damages caused by his/her guests/attendees during occupancy of the facility.
3. All Rental Clients will be required to provide the City of Campbell with an original Certificate of Insurance providing proof of the following coverage:
  - a. General liability and property damage insurance in an amount not less than \$1,000,000 per occurrence.
  - b. Additional insureds to be listed as:
    1. The City of Campbell: 70 N. First Street, Campbell, CA 95008
    2. VenueTech Management Group: 2269 Chestnut, #960, San Francisco, CA 94123
  - c. The insurance may not be cancelled or reduced without 30 days prior written notice to all named additional insureds.
4. Rental Clients requesting permission to sell alcoholic beverages must provide liquor liability insurance in an amount not less than \$1,000,000 per occurrence, in addition to the insurance outlined above, and evidence of any necessary license to sell alcoholic beverages. See Section L, page 7 for more details on Concessions & Merchandise.
5. The City of Campbell and VenueTech Management Group are not responsible for accidents, injury, illness or loss of group or individual property.
6. Rental Client shall defend, release, indemnify and hold the City of Campbell and VenueTech Management Group, their officers, agents, employees and volunteers, harmless from and against any loss, liability, costs (including reasonably incurred attorney fees) claim or damages that may arise or result from, or be related to or be alleged to arise or resulted from activities of Rental Client, its officers, agents, employees and volunteers, and shall, at its own costs, expense and risk, defend any and all legal proceedings that may be brought against the City of Campbell and VenueTech Management Group, their officers, agents, employees and volunteers, on any claim, demand, or alleged liability, and shall satisfy any settlement or judgment that may be rendered against any of them arising from, or related to activities of Rental Client, and shall assume liability for any and all direct expense incurred in providing services pursuant to this policy, except for any claim, loss, liability, damage or cost directly arising out of the sole negligence or willful misconduct of the City or VenueTech Management Group.
7. A copy of detailed insurance specifications is available from the Theatre Manager

**E. Volunteers/Security/Professional Event Staff:** Heritage Theatre volunteers are given priority to work all events. A minimum of 8 Heritage Theatre volunteers is required per event. If Theatre cannot secure these volunteers, security/professional event staff may be required at the expense of the Rental Client and the discretion of the Theatre Management and the City of Campbell.

1. Heritage Theatre volunteers will no longer be responsible for enforcing your no photo/recording requests. They will continue to be responsible for ticket taking, ushering, accident/incident reporting and emergency evacuations. It has become too difficult to control this with the abundance of smart phones and our volunteers' efforts are best focused on their other responsibilities listed above. We have a sign that will be displayed in the lobby and it will continue to be announced in the mandatory pre-recorded show announcement. We have found when our rental clients do their own pre-show announcement addressing photo/recording regulations for your show(s), it is effective, so please let the Production Manager know if you would like to have a mic set up for this. We also encourage you to provide volunteers or staff from your organization to enforce your requests, or we can hire private security staff from the company we contract out with to specifically handle this at your show(s). The additional expense of private security/event staff is \$35.00/hour/person with a four-hour minimum. Please let the Theatre Manager know if you would like private security/event staff to handle this at least 2 weeks prior to your show(s), and how you want the paid staff to handle violations (ex: warning only, escort out, etc.)

**F. Box Office Management**

1. The Heritage Theatre reserves the right to manage all Box Office operations, including ticket printing and the collection of admission fees. Rental Clients of the Heritage Theatre will pay for Box Office services as well as ticket printing as per the attached Schedule of Fees and Charges.
2. Once the Ticket Information Sheet is submitted, modifications will not be accepted.
  - a. The Rental Client may choose to offer a discount on ticket prices for groups, seniors, or children if so desired. This discount information must be provided to the Box Office in writing on or with the Ticket Information Sheet.
3. Consignment tickets are not available for all Rental Clients. Theatre Management may or may not approve consignment tickets. If a Rental Client wishes to use consignment tickets, the following stipulations must be met:
  - a. Rental Client will be liable for the full cost of the tickets and will be required to sign a Consignment Agreement.
  - b. A complete accounting of all tickets sold, including discounts or complimentary tickets issued, must be made by the Client to the Box Office prior to the event.
4. Presales are allowed online only. At the time of a general onsale, tickets will be offered online, through the Box Office and over the phone simultaneously.
5. The Box Office will not provide exchanges or refunds on tickets sold unless instructed in advance by the Rental Client. The Box Office will not replace lost tickets.

6. Rental Client may not reproduce Theatre tickets. The Box Office provides assigned seating with each ticket unless otherwise specified. The Box Office closes twenty (20) minutes after a show begins and no tickets will be sold from that point on. Latecomers will be seated at the first appropriate break in the performance. No one is allowed in the Box Office except authorized Heritage Theatre personnel.
7. The Rental Client may choose to offer a discount on ticket prices for groups, seniors, or children if so desired. This discount information must be provided to the Box Office in writing at least two weeks in advance of ticket sales. Use of third party discounted sites (Groupon, Goldstar, etc.) must be approved by Theatre Manager and additional rental fees apply.
8. Complimentary tickets for any performance may be printed by the Theatre Box Office at the request of the Rental Client.
9. No admission charged: If an event is free, Theatre staff will count the number of patrons entering the Theatre, including infants. When the maximum allowable occupancy has been admitted, the doors will be closed and no one else will be permitted entry. If Rental Client has family, friends or other people who have arrived with the cast and crew and entered the facility through the backstage, but will require a seat in the audience, they must report to the Theatre Manager or designee to be counted.

**G. Support of Non-Profit Organizations:** In order to keep rental fees at an affordable level, a discounted rate schedule for non-profit organizations is not available.

**H. Discretionary Booking:** At the discretion of the Recreation and Community Services Director, requests for rental of the Theatre may be denied if the proposed event presents a potential conflict to the target market of a previously scheduled event. Criteria include the market saturation of a particular event type, long-term relationship of an existing Theatre client, and/or the financial impact on the Theatre. Additionally, the Recreation and Community Services Director shall regulate or prohibit such activity or use, which in his/her judgment is determined to be of a hazardous nature, is potentially dangerous or damaging to property, or is not in the best interests of the citizens of the City of Campbell.

**I. Rental Uses of the Garden Courtyard:** The Garden Courtyard, located immediately east of the Theatre, may be separately rented to individuals, businesses, and organizations, based on availability that does not conflict with scheduled Theatre events. The Garden Courtyard may be rented in conjunction with a Theatre rental for pre event or intermission activities only and not for post event activities. Rental of the Garden Courtyard does not include use of tables, chairs, canopies, podiums, or any other equipment. Separate rental fees for this area are included in the attached Schedule of Fees and Charges.

**J. Photography:** The Theatre and/or Garden Courtyard may be reserved for the purpose of photography, subject to availability and fees outlined in the attached Schedule of Fees and Charges.

**K. Decorations:** Any decorating, covering of, or changes to the facility shall be discussed at the time of application. The Rental Client shall be responsible for putting up any decorations and all other special preparations necessary for their function. Set up/decorating inside and outside of the Theatre may only occur during the rental time on the Permit. All decorations shall be removed at the conclusion of the function. Rental Client shall be responsible for the removal of all decorations, attachment material, special preparations, Rental Client's personal property, and any rented equipment before the Rental Client vacates the premises. The Garden Courtyard and the Loading Dock Driveway must be vacated by the end of the rental. Method of installation of all decorations must have prior approval of the Theatre Manager.

1. All decorations must be flameproof or fire retardant.
2. The use of cellophane, all tapes, nails, staples, screws, etc., is NOT allowed on walls, ceilings, Theatre seating, furniture, or floors. Insufficient removal of any items will result in additional clean-up charges to be withheld from deposit. If Rental Client is granted permission to use tape, it must be painter's tape.
3. Decorations may NOT be hung from light fixtures, ceiling, heat detector, emergency lights, or acoustical wall/ceiling tiles.
4. Decorations are not allowed in or around the reflecting pools in the front plaza
5. Open flames (such as lighted candles) are NOT allowed.
6. All plants, trees, and shrubs must be in waterproof containers and must be carefully placed so as not to damage floor, tables, or block fire exits.
7. No foreign substance may be applied to the floor.
8. No water features or decorations that are water-related/water based are allowed.
9. No rice, birdseed, confetti, hay bales, etc., are permitted at the Heritage Theatre or on surrounding sidewalks and parking lots. Use will cause forfeiture of entire damage deposit.
10. For safety reasons, relocation or rearrangement of Heritage Theatre equipment is not permitted. Staff on duty must perform any rearrangement of furnishings and/or equipment. All doors, aisles and hallways must be kept clear in the event of an emergency evacuation.
11. For customer comfort, energy efficiency, and consideration of our neighbors, all doors and windows must remain closed throughout the entire event.

**L. Concessions and Merchandise**

1. The City of Campbell retains the right to all concessions within the Heritage Theatre and its environs. If Rental Client is granted permission to sell concessions or merchandise, the City of Campbell shall receive 25% of gross sales.
2. Concessions/refreshments/snacks in the lobby are limited to dry pre-packaged items only such as chips, candy, cookies. The Garden Courtyard must be rented for all other foods that are served or sold.
3. Alcoholic Beverages: The use and/or sale of alcoholic beverages is allowed by prior written permit application only and must be requested at the time of application.
  - a. Alcoholic beverages to be consumed on the premises shall be limited to beer, wine and champagne. Absolutely no hard liquor is allowed.
  - b. If the presence of alcohol is deemed to conflict with other previously scheduled uses/users, the request may be denied.



- c. Alcohol is NOT allowed at youth-oriented events or events held in honor of a minor.
  - d. A group or organization wishing to sell alcoholic beverages at their function or provide alcoholic beverages with the cost of admission, must first obtain approval from the Theatre Manager, and then the Police Chief; and upon approval will be required to obtain, at their own expense, the appropriate permits and licenses from the State Alcoholic Beverage Control Board (24 hour liquor license). Liquor liability insurance is also required from the sponsoring organization. Liquor licenses may be obtained at the: Alcoholic Beverage Commission, Santa Clara County District Office, 100 Paseo de San Antonio, #119, San Jose, CA 95113. Telephone: (408) 277-1200. Evidence of this license must be on file in the Heritage Theatre office at least ten (10) days prior to the event/function.
  - e. Rental Clients sponsoring events where alcohol is sold will be required to obtain liquor liability insurance per the coverage outlined in sections D3 and D4.
  - f. Rental Clients sponsoring/hosting events where alcoholic beverages are served or sold will be required to have security, at the Rental Client's cost and expense. Theatre Manager will determine the security needs for the event.
4. Rental Clients are permitted to sell non-food items, subject to the following restrictions
- a. Advance notice must be given to the Theatre Manager 30 days prior to event and sale of items.
  - b. All items for sale must be approved by the Theatre Manager in advance
  - c. All items for sale must be related to the event. The Heritage Theatre will not be used for merchandising or retail sales of items unrelated to an event or performance.
  - d. The City of Campbell shall receive 25% of gross sales if the Rental Client sells and 30% if the House sells.
  - e. The City of Campbell reserves the right to restrict or not permit the sale of any items at the sole discretion of the Theatre Manager.
5. Receptions involving the serving of food and drink prior to or during events require approval from the Theatre Manager and must be arranged in advance. Additional cleaning and damage deposits may be required.

### **M. Technical Labor**

1. Labor: To insure the protection of all in-house equipment and the professional presentation of events, the Heritage Theatre will require all Rental Clients to utilize the House technical staff for their events, at the rates outlined on the attached Schedule of Fees and Charges. The Theatre Manager shall have the discretion to schedule staff deemed necessary to provide for a quality production, at the expense of the client.
2. Lighting and sound equipment in the Heritage Theatre will be operated by approved Technicians. If a Rental Client wishes to use their own members as additional technicians, each of these persons must demonstrate, to the Manager

- and/or Technical Director, their capabilities to perform before they may be employed. They must also be certified by the Theatre Manager and Technical Director and provide proof of Workers Compensation Insurance.
3. The Theatre is equipped with a video projector, screen and associated accessories. This equipment is only to be operated by a Theatre technician. The projector is a 12,000 lumens Epson projector with a semi-long lens. The projector is permanently mounted on the front light rail of the balcony. A DVD and Blu-Ray player is available, or Rental Clients may bring in a laptop computer to be used with the Theatre projection system. A 10½' x 14' screen is also available for use. The rental rate for the projector is outlined in Exhibit D. Projector specs are in the full tech packet.
  4. The Heritage Theatre will not be used for long-term storage of sets, props or costumes. Run-of-event storage will be provided as available and by arrangement with the Theatre Manager or Technical Director. Materials left in the Heritage Theatre after strike of event will become property of the City of Campbell unless previous arrangements have been made with the Theatre Manager or Technical Director. The City of Campbell assumes no responsibility for stored or abandoned property or materials at any time. The Rental Client will be responsible for any costs the City of Campbell incurs related to removal and/or disposal of abandoned property or materials. The deposit could be forfeited if property or materials are abandoned.
  5. Each Rental Client must provide a Production Stage Manager for their event. If they are not able to provide such a person who is, in the Theatre Manager's opinion, qualified to fill this position, one will be provided at the Rental Client's cost at the rates set forth in the attached Schedule of Fees and Charges.
  6. The Rental Client must coordinate the needs of all aspects of their event with the Theatre Manager and Theatre Production Manager. Rental Client is required to schedule a 1-hour maximum production meeting with the Theatre Production Manager.
  7. No changes or modifications to the fixed equipment or facilities may be made, nor may any equipment be removed from the Theatre or altered. Any structural or electrical changes may be made only by Theatre staff with the Theatre Manager's and/or Building Maintenance Supervisor's approval and only by qualified staff or licensed contractors. All labor needed to make such changes and reverse them will be charged to the Rental Client at the set Tech rate or, in the case of an outside contractor, cost plus 15%.
  8. No event taking place in the Heritage Theatre may be recorded, televised, broadcasted or otherwise recorded for commercial reproduction or use in any manner without the express written consent of the City of Campbell. The Client must hold the City of Campbell and VenueTech Management Group harmless from such activity and must also meet all insurance requirements prior to the event.
  9. All scenic units, props, and electrical equipment provided by the Client is subject to a safety inspection by the Technical Director or his/her designee. The City of Campbell reserves the right to prohibit the use of any scenery, property or equipment that is deemed by the City to be unsafe. Equipment judged to be unsafe must be brought up to minimum standards before being used, or must be removed from the premises.

10. Specialized needs for sound or lighting must be arranged at least two weeks in advance with the Theatre Manager or Technical Director.
11. The Rental Client will not obstruct or restrict the use of any doors, exits, hallways or aisles in the Heritage Theatre. No tripods, cable, or equipment of any kind will be allowed in the audience seating area without the prior approval of the Theatre Manager. The approved location for additional production equipment is located in the rear orchestra section on house right "Overflow production and seating area". If this area is used for production or equipment, patrons will not be allowed to be seated in this section. Under no circumstances may the view of the audience be obstructed.

## **N. Promotions**

1. No signage, posters, flyers or advertisements for any event may be posted in or on the Heritage Theatre or the Campbell Community Center. Advertisements, posters, flyers and marketing material related to the event must be approved by the Theatre Manager. If prior approval and permission is granted, Client is responsible for putting up and taking down all promotional material. Everything must be removed at the conclusion of the event. Rental Client will be billed at a rate of \$45.00/hour for labor involved in removing any promotional material that is left after event.
2. Promotion of event is the sole responsibility of the Rental Client.
3. A marquee will be provided for the public notice of events at the Heritage Theatre for a weekly fee of \$33.00. Additional changes/modifications to the original marquee message will be billed at \$15 each. The marquee will be under control of the City of Campbell, and notices for events will be posted at the City of Campbell's discretion.

## **O. General Rules and Regulations**

1. Weapons (including knives or swords) firearms, explosives, open flames or lasers are not permitted in the Heritage Theatre.
2. At no time will any illegal activity, performances, or exhibition be allowed in the Heritage Theatre.
3. Helium balloons are not allowed in the auditorium.
4. Gambling on the premises is prohibited. Gambling shall be defined as any game of skill, chance or raffle, played with cards or any other device for money or any other representative item of value.
5. If you are having equipment delivered or picked up at times other than your scheduled use, arrangements need to be made in advance with the Production Manager. You will be billed for the time involved with the delivery/pick-up. Delivery vehicles should enter at the Campbell Avenue entrance and back up to the loading dock.
6. Drop-offs: please have buses and cars drop-off and load passengers in the indented Loading Area directly in front of the Theatre on Campbell Avenue.
7. During rehearsals: only the first four rows in the auditorium may be used- the remainder of the house, balcony and lobby are closed. Backstage restrooms are to be used. The only exception to this policy is if the Rental Client has agreed in advance to pay for a scheduled House Manager.

8. Please remember: no feet on chairs, no scratching of seat backs, do not sit on tables, report any damage to the facility or equipment to the Production or House Manager, no running or yelling inside the Theatre, and no food or beverages in the auditorium (bottled water is the only exception).
9. Everyone must access and egress the stage from designated stairs.
10. Facility permits and reservations cannot be transferred, assigned or sublet.
11. All Volunteers and performers are required to enter through the Backstage Door near the loading dock (see attached map) for both rehearsal and performance dates. Volunteers must be clearly identified with a badge provided by Rental Client.
12. All sound checks on performance days must be completed 90 minutes before showtime- no exceptions.
13. With the exception of service animals necessary to assist a person with a bona fide disability, animals will only be permitted in the Theatre when authorized, in advance, by the Manager.
  - a. Service animals are not pets, they are working animals individually trained to do work or perform a task for the benefit of a person with a disability (including physical, sensory, psychiatric, intellectual or other mental disability). Service animals are dogs (any breed) or mini horses.
  - b. Service animals will be removed or excluded if they are not under control and/or housebroken and cannot compromise safe facility operation.
  - c. Service animals may accompany its handler in all areas of the facility where the public is allowed to go.
  - d. Service animals are not emotional support or companion animals.
14. Smoking and vaping is not allowed in the Heritage Theatre or anywhere outside of the Heritage Theatre. The entire Campbell Community Center is a smoke and vape-free environment. No food or drink with the exception of bottled water and beverages in approved Theatre Concert Cups will be allowed in the audience seating area at any time.
15. The breezeways leading out to the Garden Courtyard must remain clear at all times. There is no set up allowed in this area.
16. Improper dumping including, but not limited to, food, chemicals, beverages and ice is not allowed inside the Theatre or surrounding areas. All items must be properly disposed of in the Theatre dumpster on the loading dock.
17. Strollers are not permitted in the Theatre auditorium or lobby. All patrons will be asked to take strollers back to their cars.
18. The Client shall be responsible for the orderly conduct of all persons using the Heritage Theatre during their event. The City of Campbell reserves the right to remove, or have removed, any person behaving in an unlawful, disrespectful, or objectionable manner.
19. Fights, vandalism, or destructive behavior on the part of any member of a Rental Client's group or its audience will be grounds for immediate cancellation of the event and all future events. In this case, all fees will be forfeited.
20. The Heritage Theatre will be provided to Rental Client in a clean and ready state. Rental Client is responsible for leaving the Heritage Theatre in the same state they found it. Any cleaning that must be done beyond ordinary wear and tear will be

charged to the Rental Client at the Maintenance rate outlined in the Schedule of Fees and Charges.

21. Under no circumstances will a larger number of persons be allowed in the audience seating area than the total number of seats.
22. Lost and Found: The Heritage Theatre, City of Campbell, VenueTech Management Group, and volunteer staff will not be responsible for lost-and-found items, but will hold found items for a maximum of 30 days. All items of substantial value will be turned over to the City of Campbell Police Department. Inquiries for lost items should be directed to the Theatre Manager at (408) 866-2797.
23. The maximum capacity in the backstage area is 40 persons between Dressing Rooms A, B & C. All costume changes, hair & makeup need to be contained in a dressing room. Due to privacy concerns and safety issues, pipe and drape will no longer be set up for dressing room space. The Theatre staff will set up pipe and drape for a single 5'x5' quick change booth if needed.
24. There is a designated "free speech area" for all Theatre events. Theatre Manager or Production Manager can provide the information/location as needed.
25. The City of Campbell reserves the right to amend these policies and/or fees and charges as deemed necessary without advance notice. Previously approved reservations will not be affected by new rates.

**P. Policy on Smoke/Fog Machines & Other Pyrotechnical Devices**

**Only 1 DF-50 Hazer is allowed to be used/operated in the Heritage Theatre.**

Tests performed with other models, and observed by the County Fire Marshal, resulted in the activation of the building's fire alarm system. This is not an acceptable result, and policy strictly prohibits shutting the fire system off during such a use. The Theatre hazer may be rented, or the same model of hazer (DF-50) can be rented through a third party vendor. Only one DF-50 hazer is allowed.

Dry ice may be allowed if it does not make the stage too wet and slippery, creating a safety hazard for the performers. Not all pyrotechnic devices are ruled out. Other pyrotechnic devices that result in a small "bang", "pop", or short "flame" may be allowed, but must first be tested and approved by the County Fire Marshal on a case-by-case basis.

Requests for appointments must be made in advance with the Theatre Manager by calling: 408.866.2797. The Theatre Manager will then schedule an appointment meet with the Santa Clara County Fire Department. Any charges assessed by the Fire Department for this appointment will be the responsibility of the Client.

**Q. The Fees & Charges associated with rental uses of the Heritage Theatre (outlined in the following section) were revised and approved by Campbell City Council in June 2019.**



Campbell Heritage Theatre

**EXHIBIT A**

***BOX OFFICE PROCEDURE  
FOR RELEASE OF WHEELCHAIR, TRANSFER & COMPANION SEATS  
FOR TICKETED EVENTS WITH RESERVED SEATING***

The Heritage Theatre is committed to serving persons with disabilities. The Theatre contains orchestra and balcony level seating to accommodate persons in wheelchairs and their companion(s). The Theatre is designed to accommodate the required (ADA) number of wheelchair (8) and adjacent companion seats. Wheelchair and companion seating is available in the following locations:

- Balcony
  - House left: 1 wheelchair and 2 companions
  - House right: 1 wheelchair and 2 companions
  
- Orchestra
  - House left, rear: 2 wheelchairs and 3 companions
  - House left, front: 2 wheelchairs and 3 companions
  - House right, front: 2 wheelchairs and 3 companions

Transfer seats are also available in addition to the sections mentioned above. The arm rests on transfer seats swing open and the patron may transfer from a wheelchair into a permanent Theatre seat. The transfer seats are designated in the following locations:

- Balcony
  - Row FF, aisle seats 101 & 113
  
- Orchestra
  - Row B, aisle seats 101 & 115
  - Row Q, aisle seats 101 & 115
  - Row T, aisle seats 1 & 2

The rear house right section is an overflow section for additional sound or videotaping equipment. If this area is not used for these purposes, up to nine portable seats can be placed in this area and sold for overflow seating.

**Wheelchair and companion seating purchases are available on-line; they may also be purchased through the Box Office, either in-person or by telephone (408-866-2700) during Box Office hours.**

At the time tickets go on sale for a show, the Theatre guarantees that 1 companion seat can be sold with each wheelchair seat. Ticket requests for more than 1 companion should be reviewed with the Box Office Manager or Theatre Manager. All efforts will be made to seat companions

adjacent to or as near as possible to the disabled party, as space allows. All seats designated for disabled patrons (including transfer seats) with an adjacent companion seat will be placed on hold for persons with disabilities until such time as is described below.

**Should the remainder of the house sell out (with the exception of trouble and artist seats), wheelchair accessible, transfer and companion seats will be released in the following manner:**

- Three days (72 hours) after all non-accessible seating is sold out in the entire auditorium, one-half of all unsold designated wheelchair accessible, transfer and companion seating will be released for sale to the general public.
- The day of the show, all remaining wheelchair accessible, transfer and companion seats will be released for sale to the general public, except for 1 wheelchair accessible and companion seat, which will be held until showtime.

Box Office staff are trained to ask patrons with disabilities to specify if they would like to purchase a transfer seat or if they would like to be seated in one of the wheelchair sections. In most cases companion seats will be comfortable padded portable seating. The only fixed companion seats are located in the front row of the Orchestra section. All handicap seating will be sold on a first-come, first-served basis. As with all seats, disabled patrons who prefer a certain seat or section are encouraged to purchase their tickets early for best availability.

This procedure will apply to all in-house productions and rental client events with ticketed admission with reserved seating.

Campbell Heritage Theatre

***BOX OFFICE PROCEDURE FOR WHEELCHAIR, TRANSFER & COMPANION SEATS FOR GENERAL ADMISSION TICKETED EVENTS WITH AND NON-TICKETED EVENTS***

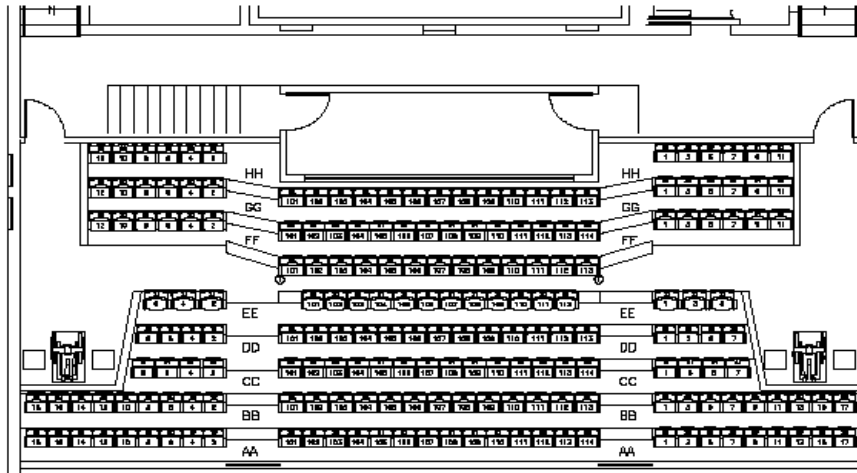
For General Admission events and events free to the public (non-ticketed events), the seats mentioned above will be reserved for persons with disabilities. The designated locations for wheelchair, transfer and companion seating are marked with the universal handicap sign and the actual seats will be marked as well. At all times, a minimum of 8 wheelchair and 8 companion seats must be reserved for persons with disabilities, with at least 1 wheelchair and 1 companion seat available in each section (front orchestra, rear orchestra and balcony). Able-bodied patrons sitting in these sections/seats will be asked to move by the House Manager if the minimum number of seats are not available for persons with disabilities. Patrons refusing to relocate will be asked to leave or be escorted out. There are no exceptions.

The approved location for additional production equipment or seating is located in the rear orchestra section on house right "Overflow Production and Seating Area". If this area is used for production or equipment, patrons will not be allowed to be seated in this section. If no additional equipment is used, up to 9 portable seats or 2 wheelchair & 3 companion seats may be used in this section. Under no circumstances may the view of the audience be obstructed.

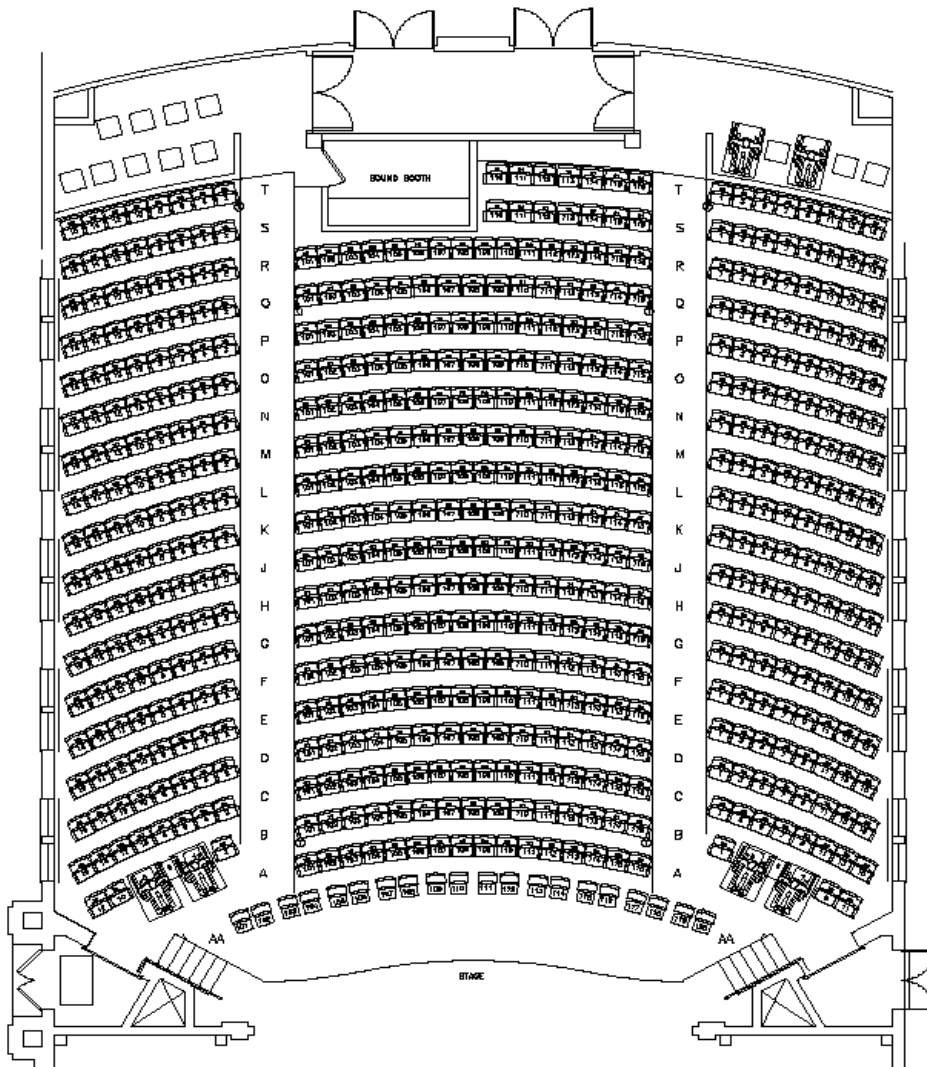


**EXHIBIT A**

**BALCONY SEATING**



**ORCHESTRA SEATING**



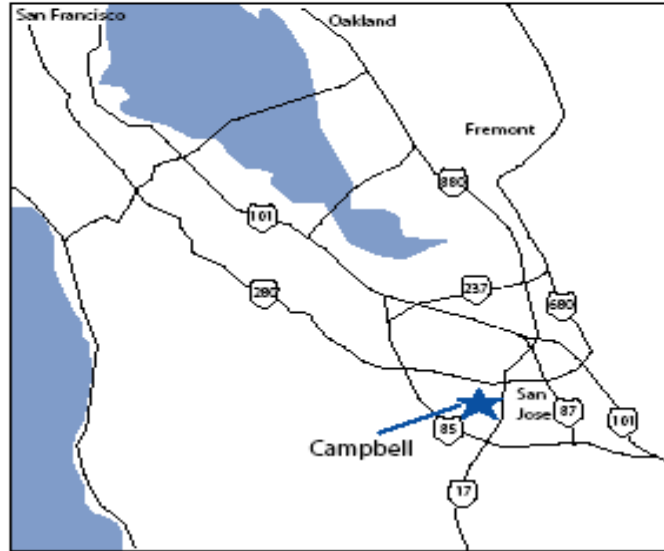
**EXHIBIT B**

# The Campbell Heritage Theatre

at the Campbell Community Center

1 W. Campbell Ave., Campbell, CA 95008

408-866-2700



**Directions:**

**From San Francisco:**

Take 280 South toward San Jose; take Hwy 17 South (toward Santa Cruz) exit. The first exit will be Hamilton Avenue; go west (right). Turn left at the third traffic signal onto Winchester Boulevard. Turn right at the second traffic signal onto Campbell Avenue. Turn right at the next traffic signal and enter the Community Center parking lot.

**From the East Bay:**

Take 880 South to the Hamilton Avenue. Go west (right) on Hamilton Avenue. Turn left at the third traffic signal onto Winchester Boulevard. Turn right at the second traffic signal onto Campbell Avenue. Turn right at the next traffic signal and enter the Community Center parking lot.

**From Santa Cruz:**

Take Hwy 17 North toward San Jose. Take the Hamilton Avenue exit and turn west (left) onto Hamilton Avenue. Take Hamilton Avenue to Winchester Boulevard and turn left (south). Turn right at the second traffic signal onto Campbell Avenue. Turn right at the next traffic signal and enter the Community Center parking lot.

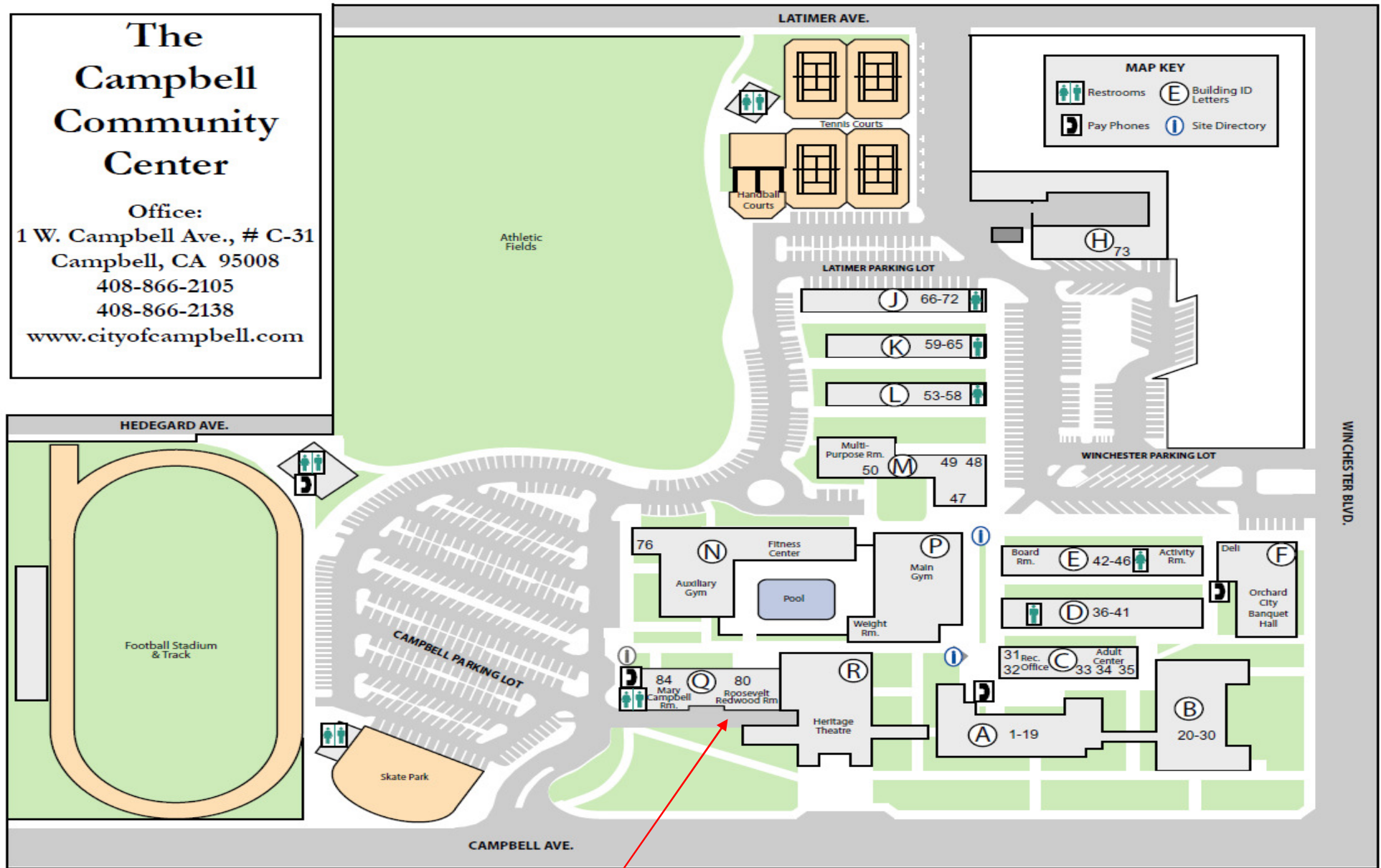
**From South 101:**

Take 101 North to Hwy 85 North. Take Hwy 85 to Hwy 17 North. Take the Hamilton Avenue exit and turn west (left) onto Hamilton Avenue. Take Hamilton Avenue to Winchester Boulevard and turn left (south). Turn right at the second traffic signal onto Campbell Avenue. Turn right at the next traffic signal and enter the Community Center parking lot.



# The Campbell Community Center

Office:  
1 W. Campbell Ave., # C-31  
Campbell, CA 95008  
408-866-2105  
408-866-2138  
www.cityofcampbell.com



Theatre loading dock  
driveway/semi/bus parking

**EXHIBIT D**

**Schedule of Fees and Charges**

- 1. The Theatre will be rented to individuals, businesses, and organizations based on the following rate schedule and in addition to the fees in #5 below:**

2019/20

**Theatre Rates for Non-Peak Days (Monday – Wednesday):**

Base rent for up to an 8-hour period on one day:	\$550.00/day
Additional time on the same event day:	\$125.00/hour
Rehearsal time for up to an 8-hour period on one day:	\$375.00/day
Additional rehearsal time on the same day:	\$125.00/ hour
Standard sound equipment (up to two microphones)	N/C
Full sound equipment (full use of sound system)	\$125.00/day
Minimum lighting equipment	\$125.00/day
Maximum lighting equipment (No Moving Lights)	\$400.00/day
Maximum lighting equipment (With Moving Lights)	\$925.00/day

\*Lighting does not include spotlights. See below for charges

**Theatre Rates for Peak Days (Thursday – Sunday):**

Base rent for up to an 8-hour period on one day:	\$800.00/day
Additional time on the same event day:	\$125.00/hour
Rehearsal time for up to an 8-hour period on one day:	\$500.00/day
Additional rehearsal time on the same day:	\$125.00/hour
Standard sound equipment (up to two microphones)	N/C
Full sound equipment (full use of sound system)	\$200.00/day
Minimum lighting equipment	\$175.00/day
Maximum lighting equipment (No Moving Lights)	\$475.00/day
Maximum lighting equipment (With Moving Lights)	\$1,000.00/day

\*Lighting does not include spotlights. See below for charges

**NOTE:** Clients shall reimburse the City for the cost of all required event staff and technicians. Base rent fees are due 30 days in advance of the first use date. Equipment and staffing fees will be deducted from the final settlement or deposit. The Theatre Manager shall have the discretion to schedule staff as s/he deems necessary to provide for a quality production at the expense of the Client. A full cost estimate will be provided to Client within 15 days of Client's submission of the Facility Use Application/Technical Rider form. The Facility Use Application/Technical Rider form must be completed and returned and estimate approved before the appropriate deposit(s) can be accepted.

*NOTE: Rehearsal times may be scheduled at the time the booking is made, but shall be considered tentative until thirty (30) days prior to the first event date, and then will only be scheduled when they do not interfere with other scheduled events.*

2. **For events that are designed to be profitable**, rental fees shall be ten percent (10%) of gross ticket sales vs. the base rent, **whichever is higher**, plus additional fees. Exceptions to this policy will be made for Primary Partners and fund-raising events hosted by local non-profit organizations with ticket prices greatly exceeding the normal market rates (i.e. \$100 benefit performance tickets). In those cases, the 10% shall be computed based on the market rate of the tickets, as determined by the Theatre Manager.
3. **The Theatre may be rented to approved "Primary Partner" clients** at special reduced rates negotiated individually and subject to the review and approval of the City Council.
4. **Late Booking Fee-** a late booking fee will be assessed for any event booked less than 30 days in advance. The late booking fee is 10% of estimated rental charges (minus the deposit) or \$300.00 flat fee, whichever is higher.
5. **Fees for Additional Services** will be charged as follows:

	<u>2019/20</u>
a. Box Office Fee:	\$575.00/contract
Special Box Office requests	\$200.00 additional
Ticket processing for	\$250.00/performance
third party discounted sites	
(Goldstar, Groupon, etc.)	
b. Box Office Ticket Printing:	\$ .30 / ticket
c. Janitorial Fee for Rehearsals:	\$175.00/day
Janitorial Fee for Performances:	\$225.00/performance
Janitorial Fee for food/beverage	\$250.00/day
set up in the Front Plaza or	
Garden Courtyard	
d. Labor (all billed at 4-hour minimum)*	
Production Mgr./Technical Dir.:	\$45.00/hour
Technical Staff:	\$35.00/hour
Stagehand:	\$30.00/hour
House/Box Office Staff:	\$35.00/hour
Professional Event Staff/Security:	\$35.00/hour
e. Lighting System:	Outlined above
f. Marley Floor Rental	\$125.00 + labor to install & remove
g. Marquee Sign Postings	\$33.00/message/week
	\$15.00/change to a message
h. Piano Rental Fee	\$100.00/day
i. Piano Tuning:	\$150.00/tuning
j. Theatre Facility Fee	\$1.00-2.00/ticket or person (see below)
k. Processing Fee for permit changes:	\$30.00/change
l. Sound System:	Outlined above
m. Spotlights:	\$100.00/day

- n. Theatre Tours
  - During regular operation hours: \$ 60.00/hour
  - During non-operation hours: \$150.00/hour
- o. Video Projector & Screen \$500.00/day
- p. Hazer (DF-50) \$60.00/day

\* Overtime applies after 8 hours and double overtime applies after 12 hours.

- 6. **Theatre Facility Fee:** A fee of \$1.00-\$5.00 per person shall be added to the charge for each ticket issued, or, for events that are free, charged for each person seated in the audience (calculated by a counting of ticket stubs or counters at the entry doors for non-ticketed events). This fee applies for all tickets for all events, including comp tickets, consignment tickets, free events, Primary Partner events, non-profit organization sponsored events, and all others.
- 7. **Premium WiFi:** The Heritage Theatre/Campbell Community Center has an open WiFi connection that is available to anyone within the Theatre or its surrounding area. A **Premium WiFi** connection with considerable more speed and bandwidth is available to renters for a fee of \$100.00/day.
- 8. **Indoor Marquee Sign Postings:** The Heritage Theatre has an electronic marquee in the lobby which is available for custom images, schedules or information pertaining to events. Art/images that are ready for immediate upload and meet the specifications set by the Theatre Manager are \$50.00/day. Any artwork or image that must be developed by Theatre Staff is \$50.00/day plus \$40.00/hour for the image to be developed (one-hour minimum fee).
- 9. **For events that do not meet the criteria above**, which we can't anticipate at this time, staff shall have the authority to charge appropriate and warranted fees at rates higher than those stated above, subject to the approval of the Recreation and Community Services Director.
- 10. **Deposits:**
  - a. Deposit Fee: **\$500.00-\$5,000.00/Date of use.** A refundable security/damage deposit fee of \$500.00-\$5,000.00/date of use will be required and will confirm your date on the Theatre calendar. Once the Theatre Manager has completed the Settlement Report, the deposit may be refunded to the Client, or may be withheld if additional fees are due for facility use, staffing, equipment and services provided, or fees applicable for damaged or lost equipment, necessary repairs to the facility, failure to complete pre and post event walkthroughs on event date(s), or failure to vacate premises at the end of the rental time listed on the Permit. Settlements will be performed within two weeks following last scheduled rental date. See section "C" of the Theatre Use Policy for details on cancellations. Deposits are non-transferable.
  - b. Any fees paid less than thirty (30) days in advance of the first use date must be paid by cash, guaranteed money order, or an approved charge card (VISA, MasterCard, Discover or American Express credit card) in the name of the hosting/producing organization/person.

11. **Rental Uses of Theatre Garden Courtyard:**

The Garden Courtyard, located immediately east of the Theatre, will be rented separately to individuals, businesses, and organizations, based on availability that does not conflict with scheduled Theatre events, according to the following rate schedule:

Application Fee:	\$ 30.00 / contract
Refundable Security Deposit:	\$200.00 / contract
Rental Fee:	\$400.00 / first 4 hours
	\$ 75.00 / each add'l hour

NOTE: The Garden Courtyard may be rented in conjunction with a Theatre Rental for \$250.00. Rental (fees) of the Garden Courtyard does not include use of tables, chairs, podiums, or any other equipment. Rental Client is responsible for the outside rental of any/all furniture and/or equipment desired. All such items must be delivered the day of the event and removed the same day.

12. **Photography:** The Theatre and/or Garden Courtyard may be reserved for the purpose of photography (wedding, families, special occasions, etc.), subject to availability, at the following rates:

Non-refundable Processing Fee:	\$ 25.00 / contract
Non-Commercial Photography:	\$100.00 / hour
Commercial Photography:	\$150.00 / hour

# # #