

Any person or group ("Client") wishing to use the Westmoor Theater must complete the "Application for Theater Use" and must comply with the terms and conditions of this Jefferson Union High School District's Westmoor High School Theater Rental Contract. This also applies to any and all District Staff and school groups using the Theater. All contracts, changes to contracts, additions, and cancellations must be in writing and submitted to the District no later than thirty (30) calendar days prior to scheduled date. Requests for modifications to this contract must be submitted using Appendix A, "Request for Contract Modification", and are subject to approval by the District.

Client must provide evidence of public liability insurance in the amount of $2 Million. The policy must be valid for the time the Client will be occupying the Westmoor Theater. A copy of the Certificate of Insurance which includes Jefferson High School District as a separate additional Insured Endorsement must be submitted with the signed proposal form.
Note:
This is not required of any entity who is a member of the San Mateo Counties Schools Insurance Group.

Client agrees to indemnify and hold harmless from as well as defend the Jefferson Union High School District, their agents, and employees against any and all claims for liability or judgment for any injury to or death of any person(s) or damage to property whatsoever caused or created by the Client's use of the Westmoor Theater and surrounding facilities. Any such damages to the District property will be at the liability of the Client.

Persons or organizations applying for the use of school facilities shall submit a statement of information indicating that the organization upholds the state and federal constitutions and does not intend to use the school premises to commit unlawful acts (AR 1330-a).

Client agrees to abide by the following strictly enforced Theater Rules and Procedures:

1. The use of any Weapons including firearms (guns/rifles), knives, and/or explosives are not permitted in the Theater at any time. If these items are used as props, the Theater Manager and Site Administration must be informed and approve the usage. In addition, it must be posted at the entrance to the Theater beforehand.

2. No Alcohol or Drugs are permitted on District Property at any time, any persons appearing to be under the influence or intoxicated by alcohol or drugs will be required to the leave the site.

3. Westmoor High School is a non-smoking and alcohol free campus. The Client agrees to adhere to all California State Law as well as Jefferson Union High School District rules and policies forbidding the use of tobacco & alcohol on District property. The District reserves the right to cancel any further activity related to the event and any fees paid by the Client will be forfeited if the Client does not adhere to this. _____ (Initial).

4. No open flame (candles or lighted fire) or pyrotechnics, which includes smoke machines, are allowed in the Theater or any area on the campus.

5. The use of strobe light effects during any event in the Theater must be clearly posted at all entrances to the Theater beforehand.



6. No Food, Drink or Gum is permitted in the Westmoor Theater at any time. With the exception of bottled water in the green room and rear stage areas is acceptable for the performers and stage crew only. (This includes water in flower vases).

7. The Theater building will be opened, and closed by an authorized District employee. Facility keys must remain in the possession of an authorized District employee only.

8. Only District approved Theater staff may operate the Rigging, Lighting and Sound Systems. Any props and/or scenery must be less than 1,000 pounds. The rigging system is not capable of hoisting performers. The user must supply an OSHA approved hoisting system for this purpose.

9. Only District approved production staff may occupy the Control Booth, utilize Catwalks and operated the rigging equipment. The Theater manager or a District approved Stagehand will evaluate all rigging and his/her decision will be final regarding the rigging of all flown objects.

10. Client may not run wires or cables into Westmoor Theater at any time without District approval.

11. Client may not alter or modify any equipment owned by the facility.

12. Extra fees will be charged to reconfigure systems (lighting—etc.) back to their original condition on a T&M hourly basis. This fee is in addition to the estimated cost. There is a 4-hour minimum fee for each Technician required to perform this work. Please provide initial verifying you understand that this fee will be determined by the amount of actual time it takes the Technician to undo any alterations to the Theater Lighting, Sound or Rigging Systems to restore them back to their original state prior to the event. Please initial here, _____.

13. Client may not construct scenery that requires anchoring it into the stage, or paint on the stage or in the Westmoor Theater at any time. All props and scenery must be able to stand erect alone, and it is suggested that it be on wheels for ease of moving on and off stage. No blocking theater accesses on or off stage with props and/or scenery.

14. All banners, props, and decorations must be fire-resistant or approved in advance by the District.

15. No production work (i.e. sawing, sanding, drilling or building scenery) is permitted. Dust will accumulate on the stage, curtains and lighting fixtures, which can be deteriorate the equipment and facility. Dust activity will also set off the Fire Alarm system.

16. No guests are permitted backstage, in the wings, or in the control booth during an event.

17. Client may not exceed the maximum seating capacity of the Westmoor Theater (450).

18. No feet are permitted on the Theater seats at any time. In addition, do not climb over seats.



19. No jumping off of the stage apron into the audience level or climbing from the audience level onto the stage is allowed at any time. Please use the stairs at either side of the stage to gain access to the stage level. Any person not observing this rule will be removed from the theater.

20. For the safety of persons occupying the Westmoor Theater and/or surrounding facilities, and the protection of the equipment, the District reserves the right to request the removal of any member of the Client's crew whose conduct or procedures are considered damaging to the equipment and/or facilities or hazardous to the safety of any person(s) occupying the space.

21. Fights, vandalism, or unacceptable behavior occurring during the rental term shall be cause for immediate cancellation of the rental with no refund of fees.

Client agrees to abide by the following Theater Operational Policies:

1. Client must provide a list of their production staff to the Theater Manager. All members of the cast/crew are required to wear identification badges. The badge should identify the event and provide the person's name.

2. Client must designate an Event Coordinator who will be present during the entire event to coordinate with District staff and be totally responsible for the members of the event. This will be the only person the Theater Manager and/or District Staff will discuss operational needs with.

3. Client must become familiar with emergency procedures and evacuation routes for the Theater.

4. A production meeting with the District's Theater Manager and Staff should take place a minimum of six (6) weeks prior to the event or at a time frame mutually agreed upon with the District. The event Coordinator should request the presence of any Techs they may require to provide services for the event. Cue Sheets will be required for each person attending the meeting.

5. The Client and the District must have a production planning meeting at least 1-month prior to the event in order to finalize specific scheduling needs and timelines (such as: lighting design & focus, cuing, rehearsal schedule, stage use, staffing required, intermission requirements—etc.).

6. The Client is required to have all lighting, staging; rigging and sound needs approved by the District's Theater Manager a minimum of 4-weeks prior to the event. This is necessary to allow the District time to coordinate the scheduling of stage hands that will be required to participate in the event.
   _____(Initial)
   Note: We contract out lighting & sound design. We need to schedule their time months in advance.

7. The "House Lighting" is to be used for all rehearsals and events when District Approved Technicians are not present. If Theatrical Lighting is used a Tech needs to be present and fees will be assessed.

8. The back stage area is for unloading and staging props, scenery, and equipment only.



9. Access to microphones, ropes—etc. must be coordinated with the District Theater Manager. All items must be returned daily and locked up. The District has a limited number of these items available any additional equipment required for the event is the responsibility of the client. The cost of replacement of missing equipment will be at the fair market value purchased at a local retailer of a new replacement item as good as or better than the original item lost, broken or damaged. Please initial to verify that you understand and agree to these terms. _____(Initial)

10. All banners and signs need approval by the Theater Manager and may be hung only in designated areas. No staples, tacks, etc., are allowed on Theater walls. All tape residues must be removed by client. Removal of these items must be completed within 24 hours of the end of the event.

11. Client must leave the facility (Westmoor Theater, Stage, Dressing Rooms, Bathrooms, Green Room, Lobby, Hallways, and Outer Facilities) in an orderly fashion. In the event Client fails to comply, they will be charged reasonable cleaning fees for those cleaning services in excess of routine post-event cleaning. This includes all tape residues. An additional $150 Cleaning deposit is required, which will is refundable upon the discretion of the Theater Manager. _____(Initial)

12. Client must return the stage to the state it was found prior to the event. For those events utilizing unusual or any flying material (such as snow Flakes etc.) the client will be responsible for removing all of this material. In the event construction and/or painting have taken place on stage or in the Westmoor Theater, Client will be responsible for all cost to restore the facility to its prior state. An inspection of the premises will be made after the event to determine if damage did occur as a result of the event and the client will be notified within 48hrs of the damage._____(Initial)

13. Publicity for the event is the sole responsibility of the Client.

14. The Client has the right to determine the ticket price for their event.

15. Client shall deposit 100% of the estimated rental fee to secure its reservation (plus a $150 cleaning deposit). Once a reservation has been confirmed, all payments must be made in the form of a certified check, cashier's check, or company check made payable to Jefferson Union High School District. Client shall make full payment for estimated charges prior to the beginning of the event. A final invoice, if necessary, will be issued 14 days following the event. In the event any credits are to be issued, they will be issued 14 days following the event in the form of a check. _____ (Initial). In the event a balance is owed to the District after the completion of the event, Client will pay such balance within 30 days of receipt of an itemized billing for the balance. A late fee of 15% will be assessed for any balance owing past 30 days. _____ (Initial).

16. A list of production staff names is to be attached to the Signed contract. This includes all members who will be allowed access on the stage or back stage. No access to these areas will be allowed to anyone whose name does not appear on this list. The list may be modified at any time up to 1-hour prior to the performance. If the list is modified in any way 9-copies are to be provided to the Theater Manager 1-hour prior to the event. _____ (Initial).



17. All video and/or sound medium must be provided to the Theater Manager no less than 2-weeks prior to the scheduled event. If not promptly received, the event will be cancelled. ____ (Initial).

In accordance with the Jefferson Union High School District and the Westmoor High School Theater Rules and Policies, and on behalf of the Client, we hereby accept the terms as written in this agreement. We furthermore agree to the required deposit equal to 100% of the estimated rental fee to secure this reservation (plus cleaning deposit).

The District reserves the right to cancel any event due to the Client's breach of contract and Client will forfeit the non-refundable deposit. Additionally, the Client may at any time cancel the contract and forfeit their non-refundable deposit.

The final payment fee will be based on actual set-up, show and breakdown hours worked by the stagehands, theater time and any additional equipment or materials used.

Application for Theater Use
(Please type or print clearly)

Name of Organization: _____

Show Name: _____

Address:

_____
Street Address

_____
City State Zip

Billing Address (if different from above):

_____
Street Address

_____
City State Zip

Person Submitting Request: _____

Phone: _____ Cell Phone: _____

Email: _____

Primary Contact (Event Coordinator): _____

Phone: _____ Cell Phone: _____



Email: _____

Please type or clearly print Event Information:

Dates	Times
Stage set up	
Event/show	Call time:
	Show time:
Event/show	Call time:
	Show time:
Break Down	

Please type or clearly print the description of the event: _____

_____

_____

_____

Facility Use Groups



Westmoor High School and the Jefferson Union High School District

Please check the box that best represents your affiliation:

Group #1: School & District Sponsored Events

- Rehearsals, Performances, Meetings, Award Presentations and any other event that is sponsored by Westmoor High and/or the Jefferson Union High School District and supervised by a District employee.
- Auxiliary Organization (e.g. PTSA, WHS Boosters).
- Recognized School Sponsored Club.

Note: The Theater is not intended to be used as a standard Classroom facility.

Group #2: Activities and events that are sponsored by organizations, individuals requesting the facilities for personal use, and all fundraising events that are not for the direct benefit of Westmoor High School Students.

- Commercial use of Facilities; Plays, Operas & performances.
- Activities sponsored by organizations (e.g. sports leagues).
- Private events.

Group #3: Meetings or Seminars that are under four (4) hours. This includes the time it takes to Load-in as well as Load-out.

- WHS school use
- District use
- Outside group

NOTE: This Group is not intended for performances requiring heavy A/V needs. Permission to rent the Theater under this qualification will be determined by the Theater Manager.

Theater Fee Chart

	Group 1	Group 2	Group 3
Facility Use: Hourly Rate (4-hr Min) (Basic House Lighting included)	N/A	$250.00/hr.	$35.00



Equipment (Pricing Upon Request)	Varies	Varies	Varies
Stage Theatrical Lighting	$95.00/hr.	$95.00/hr.	$95.00/hr.
Theater Manager	$50.00/hr.	$50.00/hr.	$50.00/hr.
Lighting Technician (4-hr Min)	$60.00/hr.	$60.00/hr.	$60.00/hr.
Sound Technician (4-hr Min)	$60.00/hr.	$60.00/hr.	$60.00/hr.
Rigging Technician (4-hr Min)	$60.00/hr.	$60.00/hr.	$60.00/hr.
Ushers (6 Min)	N/A.	$30.00/hr.	$30.00/hr.
Custodial Rates (4–hr. Min)	N/A.	$25.00/hr.	$25.00/hr.
Saturday Custodial Rates	$50.00/hr.	$50.00/hr.	$50.00/hr.
Sunday and Holiday Custodial Rates	$70.00/hr.	$70.00/hr.	$70.00/hr.

See Sample Invoice for Assistance (Page 11) Notes:

- Facility Rental: is based on hourly use (a minimum of a 4-hour charge per day will be levied).
- Theatrical lighting charges will be assessed if client uses lighting other than basic house lights.
- Overtime rates are charged after a 7.5-hour shift @ time and a half.
- Holiday rates and Sundays are based on Double time scale.
- A minimum of 6 ushers are required for each event to monitor seating and safety as necessary. A 4-hour minimum charge per usher will be assessed. If reserved seating is requested, 2-additional ushers will be required.
    a. If Client provides ushers the fee will be waived. However, the ushers must be assigned to the Theater Manager and perform no other duties.

Additional Charges

- 15% Late Fee applied to payments later than the agreed date (14 days post performance).
- $150.00 Cleaning Deposit is required, which is refundable upon the discretion of the Theater Manager.
- $500.00 Deposit is required, which will be applied to final invoice upon the discretion of the Theater Manager.

Basic Theater Usage (on the event day)

- Use of Theater for 4-hours minimum use.
- Stage set up (soft goods, podium).
- Use of dressing rooms & Green Room.
- Use of box office (day of event).
- Basic Sound and Basic House Lighting.
- Additional chargers will be accessed for special equipment needs (i.e. livelier mics, cabling—etc.)
    If using Theatrical Lighting the surcharge above will be assessed.



Fee Work Sheet

Set-up time: Date: _____, Time: _____

Facility Use _____@ $250.00 per hour _____Actual Hrs. _____ X250=_____

Stage Manager _____ @ $50.00 per hour _____Actual Hrs. _____ X 50= _____

Stage lighting Power _____@ $95.00 per hour _____Actual Hrs._____ X95=_____

Stage Lighting Technician _____@ $60.00 per hour _____Actual Hrs. _____x60=_____

Sound Technician_____@ $60.00 per hour_____ Actual Hrs. _____ X60=_____

Rigging hours_____@ $60.00 per hour_____ Actual Hrs. _____X60=_____

Show # 1-Estimated Cost: Show Date: _____, Time: _____

Facility Use _____@ $250.00 per hour _____Actual Hrs. _____X250=_____

Stage Manager _____ @ $50.00 per hour _____Actual Hrs. _____ X 50= _____

Stage lighting Power _____@ $95.00 per hour _____Actual Hrs._____ X95=_____

Stage Lighting Technician _____@ $60.00 per hour _____Actual Hrs. _____x60=_____

Sound Technician_____@ $60.00 per hour_____ Actual Hrs. _____ X60=_____

Rigging hours_____@ $60.00 per hour_____ Actual Hrs. _____X60=_____

Show #2-Estimated Costs: Show Date: _____, Time: _____

Facility Use _____@ $250.00 per hour _____Actual Hrs. _____ X250=_____

Stage Manager _____ @ $50.00 per hour _____Actual Hrs. _____ X 50= _____

Stage lighting Power _____@ $95.00 per hour _____Actual Hrs._____ X95=_____

Stage Lighting Technician _____@ $60.00 per hour _____Actual Hrs. _____x60=_____

Sound Technician_____@ $60.00 per hour_____ Actual Hrs. _____ X60=_____



Rigging hours_____@ $60.00 per hour_____ Actual Hrs. _____X60=_____

Set Tear Down: Date: _____, Time: _____ (re-set stage, lighting configuration—etc.)



Note #1: Props are set up by user. The use of Stagehands to set up props is provided at an additional cost as noted above.

Note #2: Lights are per Theatrical Lighting Plot Plan, Re-configuration of existing lighting requires lighting to be returned to the house plot plan and all filters are to be removed.
Additional fees will be assessed to return lights to the original Plot Plan (a minimum of 4-hours).

Note #3: Any additional lights needed, gobos or color films are to be supplied by the Client.

Note #4: Any additional Microphones are to be supplied by the Client.

Note #5: Custodial costs are based on 4-hour minimum per day.

Note #6: Clean-up of snow, hay, confetti or broken stage glass etc. is the responsibility of the Client.

Audience information: Anticipated Audience Size _____

Note: seating capacity is 450

I have read and agree to abide by the rules and policies regarding use of the Westmoor High School Theater and will be present for the entire event.

Event Coordinator: _____

Signature Date

Print Name:_____



Invoice: Westmoor Theater Use

Jefferson Union High School District
Administrative Offices
699 Serramonte Boulevard, Suite 100
Daly City, CA 94015
Phone: 650-550-7900 Fax: 650-550-7888

Sample Invoice

INVOICE NO. 15-0124

DATE: 7/24/2017

Bill to:	For:
Indiana School of Performing Arts Note: {Dance recital client requested theatrical lighting design, sound, rigging (multiple backdrops), snow falling on stage—etc.}	Westmoor Theater Rental for May 2015 Indiana Dance Recital

Event & Use Description	Estimated Cost	Actual Cost
Thursday: May 14, 2015: (Set-up Lighting configuration & Hang Backdrops)		
Theater Access: Facility use $250/hr. 4-hr-min. (4:30 to 8:30pm) (4.0-hrs)	1000.00	1000.00
Lighting Tech: $60/hr. 4-hr-min. (determine lighting requirements)	240.00	240.00
Rigging Tech: $60/hr. 4-hr-min. (hang & rig backdrops)	240.00	240.00
Theater Manager: $50/hr. 4-hr. min. (4.0 hrs.)	200.00	200.00
Friday: May 15, 2015: (Lighting Cues & Rehearsal)		
Theater Access: Facility use $250/hr. 4-hr-min. (10:30 am to 12:00/ 5:30 to 9:00pm) (5.0-hrs)	1250.00	1250.00
Stage Lighting Power: $95.00/hr. 4-hr-min. (4:00 pm > 7:00 pm)	380.00	380.00
Lighting Tech: $60/hr. 4-hr-min.	240.00	240.00
Sound Tech: $60/hr. 4-hr-min.	240.00	240.00
Rigging Tech: $60/hr. 4-hr-min.	240.00	240.00
Theater Manager: $50/hr. 4-hr. min. (@ > 5.0 hrs.)	250.00	250.00
Cleaning Deposit (will be refunded upon post show facility inspection)	150.00	-150.00
Custodian: $25/hr. 4-hr. min.	100.00	100.00
Saturday: May 15, 2015: Rehearsal & Show (Show 7:00 pm.)		
Theater Access 5:00 pm to 9:00 pm (3-hrs) Facility use $250/hr. 4-hr-min.	1000.00	1000.00
Stage Lighting Power: $95.00/hr. (4:00 pm > 8:00 pm) 4-hrs.	380.00	380.00
Theater Manager: (4-hr. min. @ $50/hr.) > 4.0 hrs.	200.00	200.00
Lighting Tech: $60/hr. 4-hr-min.	240.00	240.00



Sound Tech: $60/hr. 4-hr-min.	240.00	240.00
Rigging Tech: $60/hr. 4-hr-min.	240.00	240.00
6- Ushers x 4-hrs. min. @ $30/hr. (6 x 4 x $30 = $720)	720.00	720.00
Custodian (4-hr. min @ $50/hr.)	200.00	200.00
Material Cost: (4) HPL HIG Performance Lamps (#HPL750wx/115v-USHIO @$17 ea.) (Client Requested)	68.00	68.00
Theater Deposit (will be applied to final invoice upon post show facility inspection)	500.00	-500.00
Total:	$5,408.00	$4,908.00
Pre-payment Upon Confirmation of Performance: (Check# 1978)	-$5,408.00	Cleaning and Theater Deposit Returned/Applied
Fee Amount Due		$0.00

Make all checks payable to: ("Include Show Name & Show Date on Check")
Jefferson Union High School District
699 Serramonte Boulevard, Suite 100 Daly City, CA 94015

Additional Notes:



_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Booking Westmoor Theater

Due Dates for Booking Theater Facilities:

- Westmoor High School Performing arts May 15th of the preceding school year.
- Westmoor High School at large May 15th of preceding school year.
- JUHSD use May 15 of the preceding school year.
- Groups 2, & 3: June 1 of the preceding school year, or as mutually agreed.
- Announcement of the Theater schedule August 15th of the current school year

Note: Westmoor High School and the Jefferson Union High School District have preferred use of this facility and may bump out a pre-scheduled event.

The Theater year is from August through June. Accepting reservations for June and July will be based on facility needed repairs. Bookings will also be looked at monthly at Theater Management meetings and all mid-year bookings will be handled by the Theater Manager for all other groups.

Note: April and May are normally reserved for school use due to heavy scheduled events.

Event dates will be posted periodically in the Theater Schedule as reminders to all Westmoor staff.

School Club Use

Upon availability, school clubs are able to use the Westmoor Theater for special events. To qualify for rental of the Westmoor Theater, each club must have a faculty sponsor for the duration of the event and all authorized members must complete and sign a club contract prior to the event.



Statement of Information (AR1330-a):
The undersigned, as duly authorized representative for _____, to act on its behalf in requesting the use of school facilities, including, but not limited to, executing any agreement or undertaking required by law and district policy and regulations governing the use of the facilities.

The organization shall comply with all restrictions placed on the use of school facilities by law or district policy or regulations and this contract.

The organization recognizes that, in accordance with Education Code 38134, it is liable for any damage to school facilities or for any injury to any person due to the organization's negligence in using the school facilities.

_____ _____
Signature: Print Name

Insurance
You may contact your personal Insurance Broker for assistance or refer to the following website.

Joy Cummings
Special Events Insurance Coordinator
HUB International Insurance Services Inc.
P.O. Box 4047, Concord, CA 94524-4047
License #0G64980
Email: joy.cummings@hubinternational.com
Phone: 925 609 6500
Fax: 925 609 6550,

To obtain a quote, visit: www.eventinsure.com

NOTE: When sending in your insurance forms, please remember to include the Additional Insured form naming the District as the insured.



Appendix A

Extended Facility Use Information (as needed):

(Please type or print clearly)



(Please duplicate if additional pages are needed)