



FACILITIES LEASE RATES & POLICIES

The Brooks & Studio 219
 217 & 219 North Pacific Coast Highway
 Oceanside, CA 92054
 760.433.8900
www.oceansidetheatre.org

	The Brooks	Studio 219	Brooks + Studio
Lease Period			
Minimum	4 hours	3 hours	4 hours
Per Day Maximum	10 hours	10 hours	10 hours
Standard Lease Rates			
Weekday (Mon - Thurs)	\$165/hr.	\$40/hr.	\$190/hr.
Weekend (Fri – Sun)	\$190/hr.	\$55/hr.	\$230/hr.
Non-Profit Lease Rates			
Weekday (Mon - Thurs)	\$115/hr.	\$35/hr.	\$135/hr.
Weekend (Fri – Sun)	\$140/hr.	\$45/hr.	\$170/hr.
Marquee	Included, as available	As available, only for recurring rentals	Included, as available
Technical Personnel			
House Staff	\$30/hr.	Full rental period	(required)
Lighting Technician	\$30/hr.	2 hours	
Box Office Staff	\$30/hr	2 hours	
Technical Director	\$42/hr.	2 hours	
Security	TBD	TBD	

LEASE & FACILITIES USE POLICIES

1. **Lease Period** includes load-in, event preparation, conducting the event, load-out, and cleanup time. Additional access either before or after the Lease Period will be at the discretion of Oceanside Theatre Company (OTC), and penalty fees will be assessed at *two times the above rates in hourly increments*. *Note: Extensions may not be available immediately before or after the Lease Period. Please plan sufficient time to avoid penalty fees.*

2. **Standard Lease Rates** apply to any organization that does not have a non-profit status. **Nonprofit Lease Rates** are available to organizations who provide a 501(c)(3) tax ID. The rates listed above are subject to change.

PAYMENT SCHEDULE

- The facility rental fee and signed contract are due within one week of contract issuance. The facility rental fee and contract are required to hold the dates requested. If deposit is not received, the dates requested will no longer be guaranteed.
- The staffing, tech, and equipment fee is due 14 days before the beginning of the rental period.
- The after rental settlement statement will be provided to Renter within 7 business days of the end of the rental period. The settlement payment is due within 7 business days of issuance. OTC reserves the right to charge Renter an additional fee of up to \$500 in the event of loss, damage, or leaving the space dirty beyond normal use. ***There will be a \$200 late fee added to statements that are not settled within 7 business days of issuance.***
- Renter will submit all payments via company check or money order and mail out to **OTC P.O. Box 502 Oceanside, CA 92049**. There is also the option of paying via credit card for a 3.3% fee (please contact the rental coordinator for this option).

3. **Cancellations** Either party may cancel this agreement without any penalty or obligation within 10 business days after the date that the contract has been signed.

10 business days after signed contract until 30 calendar days prior to the start of the rental period	Cancellation fee equal to 50% of the facility rental fee
29 calendar days to 15 calendar days prior to the start of the rental period	Cancellation fee equal to 100% of the facility rental fee
14 calendar days or less prior to the start of the rental period	Cancellation fee equal to 100% of the facility rental fee and 100% of the staffing, tech, and equipment fee

4. **The Brooks** includes the main stage, house, lobby, concessions counter, and lobby bathrooms. **Studio 219** includes the studio, utility area, and bathroom. Access to additional equipment and space must be noted in the Lease Agreement. See Facilities Inventory & Rates for details.

5. **Marquee** space may be available for your event's publicity three days prior to any event, but it is not guaranteed. A Marquee Request Form must be submitted with Lease Agreement. A

maximum of 25 characters (including spaces) may be displayed on each of five lines.

6. **Staff:** The Lease rate **does not include** the cost of house staff and/or technical personnel. OTC house staff and technical personnel are required for each event. Staffing requirements will depend on the rental and will be stated in the lease agreement.

7. **Content:** Renter understands and agrees that the content and/or subject matter of the production or event which is the subject of this agreement, and any promotional materials related thereto, may not necessarily reflect the views and/or opinions of OTC, its agents, representatives, officers, directors, employees and/or volunteers, and Renter hereby agrees to include the following disclaimer in all production and publicity materials: ***"This event is not an Oceanside Theatre Company production and may not necessarily reflect the views and/or opinions of Oceanside Theatre Company."***

8. **Sunset Market and Local Businesses:** Sunset Market takes place every Thursday night of the year, which impacts main stage performances and parking in general. A live band performs in the parking lot behind The Brooks; the sound travels inside The Brooks and cannot be dampened. Event publicity is not allowed at Sunset Market, except by special arrangement with the MainStreet Oceanside office.

9. Children must be supervised by a responsible adult at all times. Maximum adult to child ratio is 1:20.

10. Smoking, gum-chewing, and animals (with the exception of assistant animals) are not permitted inside the facility.

11. Food and drink are permitted in the lobby only. Food may be consumed in the dressing room but must be thrown away. Lessee is responsible for cleanup of all food spills.

12. Sale of alcohol is available and managed by OTC if elected.

13. Hanging items from facility walls is not permitted.

14. Open flames are not permitted inside the facility.

15. Construction and painting must be completed off-site prior to the Lease Period.

16. When using The Brooks, Renter, its affiliates, and its guests shall enter and exit the facility through the front doors (located on North Coast Highway). The facility shall remain locked until the designated OTC personnel can attend to admitting the audience through the front doors, at which time doors may be propped open. Propped doors must be attended at all times. Front doors must remain closed in extreme temperatures to avoid excessive utility bills.

17. Rear door (located in the alley to the west) may be used for supervised load-in and load-out only and must remain locked.

18. Use of the backstage door (located on Pier View Way) is prohibited.

19. In case of emergency, exits are clearly marked. Renter is responsible for making patrons aware of emergency procedures.

20. OTC is not responsible for the security, loss, theft or damage of Lessee's property. Lessee will be required to protect, indemnify and defend OTC against any and all claims, losses, expenses, damages and/or costs arising from any accident or other occurrence to person or property on or about the Leased Premises which occurs during the Lease Period.

21. Time-limited parking is available at no cost on surrounding streets in the rear parking lot (except on Thursday nights) and several lots nearby. A five-minute loading zone is marked in the front of the facility. Additional parking is located at the Civic Center. OTC is not responsible for parking fines.

22. OTC may have an event in production at The Brooks at the same time as the Lease Period and as such, there may be set pieces or other production materials on the main stage of The Brooks which cannot be moved and which may limit Renter's access to the entire main stage area.

23. The facility may be under renovation, and Lease Period may occur in the midst of an ongoing improvement project. To learn more about the status of facility improvements please speak with the Facilities Manager.

24. Renter will be required to procure and maintain for the duration of the Lease Period liability insurance with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate and endorsing Oceanside Theatre Company, its officers, directors, contractors, volunteers, employees, agents and affiliated persons as additional insureds, and Lessee's insurance coverage shall be primary overage. Lessee shall provide Lessor with a certificate of the required coverage two weeks prior to the beginning of the Lease Period.

Upon signature of the Lease Agreement, Renter agrees to abide by and enforce these facilities lease rates and policies.