



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)	\$170/hr.	\$45/hr.	\$195/hr.
Weekend (Fri – Sun)	\$195/hr.	\$60/hr.	\$235/hr.
Non-Profit Lease Rates			
Weekday (Mon - Thurs)	\$120/hr.	\$40/hr.	\$140/hr.
Weekend (Fri – Sun)	\$145/hr.	\$50/hr.	\$175/hr.
Marquee (3 days the week of event) <i>*available for longer use for an additional fee</i>	Included, as available	Included, as available	Included, as available
Personnel			
House Staff	\$30/hr.	Full rental period	<i>(Required)</i>
Lighting Manager	\$30/hr	2 hours	
Box Office Staff	\$30/hr	2 hours	<i>(Required for each performance/event if you choose to ticket your event through OTC's ticketing system)</i>
Technical Director	\$45/hr.	2 hours	
Security	TBD	TBD	

Equipment and Misc. Fees	All Venues
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Projector	\$100/day
Screen	\$100/rental period
Microphones	\$30/microphone
Lobby TV	\$50/rental period
Ticketing through OTC	5% of event profit paid out after event
Post-Rental Cleaning Fee <i>*renter will be responsible for the bill if cleaning beyond the \$200 fee is required. OTC will provide invoice within 10 business days</i>	\$200
Stage Floor Painting <i>*if applicable due to excessive use during rental period</i>	\$300

LEASE & FACILITIES POLICIES

- 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.*
- 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. **Payment** of lease is due in full two weeks prior to the beginning of the Lease Period. The rates listed above are subject to change. Lessee's rates will be locked in upon signature of Lease Agreement. The Security Deposit and Signed Lease Agreement are required to secure the event date.
- 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.
5. **Gallery** wall space or access for exhibition is not included in a rental. If a renter feels Gallery space is essential for the rental, a formal request for an exception must be submitted a minimum of 3 months before the rental date. Use of the Gallery wall space will require the art/display items to be on display for the full run of an exhibition and artists will be charged a \$15 entry per artist. A Gallery Sales Commission of 10% will be assessed for sold work.

If an exception is granted, the rental artists must follow the established policies and procedures in place for the Gallery. All artists will receive a copy of the Gallery guidelines. Artwork will not be accepted without required documentation or hanging hardware. The Gallery Curator will make the final decision as to which art/display pieces are accepted for display.

6. **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. If you wish to have your event information displayed more than 3 days before the event, a charge of \$100 per week will be added to your quote.
7. **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.
8. **Ticketing:** If the Lessee elects for OTC to run ticketing for the event through VBO ticketing, the Lessee understands and agrees that 5% of the profit of the event will be paid out to OTC for ticketing setup and fees.
9. **Content:** Lessee 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 Lessee 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."

10. **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.
11. Children must be supervised by a responsible adult at all times. Maximum adult to child ratio is 1:15.
12. Smoking, vaping, gum-chewing, and animals (with the exception of assistant animals) are not permitted inside the facility.
13. 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.
14. Sale of alcohol is available and managed by OTC if elected.
15. Hanging items from facility walls is not permitted.
16. Open flames are not permitted inside the facility.
17. Construction and painting must be completed off-site prior to the Lease Period.
18. When using The Brooks, Lessee, 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.
19. Rear door (located in the alley to the west) may be used for supervised load-in and load-out only and must remain locked.
20. Use of the backstage door (located on Pier View Way) is prohibited.
21. In case of emergency, exits are clearly marked. Lessee is responsible for making patrons aware of emergency procedures.
22. 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.
23. 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.

24. 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 Lessee's access to the entire main stage area.
25. 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.
26. Lessee 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, Lessee agrees to abide by and enforce these Facilities Lease rates and Policies.

Notes:

- Add pre and post walk through clause
- Post-Production - it is the responsibility of the client to remove all waste, debris and personal property from the premises. If we deem it necessary to hire an auxiliary clean-up crew, the client will be billed for the additional service.