

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**

**(408) 866-2700
E-Mail: KristynJ@cityofcampbell.com**

www.heritagetheatre.org

Approved by Council on 6/1/10
Effective 7/5/10



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

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 in-person a minimum of forty-five (45) days prior to the desired date of use. The Facility Use Application/Technical Rider must be completed and returned with the appropriate deposit(s).
 - a. Any modifications made to the Facility Use Application/Technical Rider after submittal must be made in writing. Modifications can be made only up to two weeks prior to first scheduled event date.
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. A completed Facility Use Application is due from all interested Rental Clients.
 - a. Base rent fees and all estimated equipment, service and staffing costs are 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 the Client'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. If ticket sales do not cover the cost of the estimate within two weeks of the first scheduled event date, Client is responsible to pay the difference to cover the estimate. The only acceptable forms of payment will be VISA, MasterCard, Discover, 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 Theatre Use Application. If Client is comfortable with the estimate, the deposit will be accepted. A refundable security/damage deposit **\$500/date** is required to hold a date on the Theatre calendar. 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, or extra maintenance (i.e., carpet cleaning).

4. Applications are not confirmed until applicant receives a signed Facility Reservation Contract. 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; however, the date will be confirmed no sooner than six months prior to the event date. 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, or Discover) in the name of the hosting/producing organization/person. For Theatre Use Fees and associated Staff and Equipment Use Fees, please see Exhibit A (pg. 11), 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 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 processing fee. 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 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 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 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 Client will be held responsible for all actions, behavior, and damages caused by his/her guests/attendees during occupancy of the facility.
3. All 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. The City of Campbell, Campbell Redevelopment Agency and VenueTech Management Group must be named as additional insured.
 - c. The insurance may not be cancelled or reduced without 30 days prior written notice to all named additional insureds.
4. 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, Campbell Redevelopment Agency, and VenueTech Management Group are not responsible for accidents, injury, illness or loss of group or individual property.
6. Client shall defend, release, indemnify and hold the City of Campbell, Campbell Redevelopment Agency 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 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, Campbell Redevelopment Agency 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 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, the Redevelopment Agency 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 5 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 Client and the discretion of the Theatre Management and the City of Campbell.

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. 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 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 Clients. Theatre Management may or may not approve consignment tickets. If a Client wishes to use consignment tickets, the following stipulations must be met:
 - a. 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. The Box Office will not provide exchanges or refunds on tickets sold. The Box Office will not replace lost tickets.
5. 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.
6. The 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.
7. Complimentary tickets for any performance may be printed by the Theatre Box Office at the request of the Client.
8. 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 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. Instead, financial support for local non-profit organizations will be offered through grants from the Heritage Theatre's Cultural Growth Fund. This fund will be sponsored and controlled by the Friends of the Heritage Theatre and the level of this funding will be set annually by their Board of Directors based on funds available from grants and sponsorships. Please contact the Theatre Manager for more information.

- 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 rented to individuals, businesses, and organizations, based on availability that does not conflict with scheduled Theatre events. 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 Client shall be responsible for putting up any decorations and all other special preparations necessary for their function. All decorations shall be removed at the conclusion of the function. Client shall be responsible for the removal of all decorations, attachment material, special preparations, Client's personal property, and any rented equipment before the Client vacates the premises. 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 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. Open flames (such as lighted candles) are NOT allowed.
 5. 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.
 6. No foreign substance may be applied to the floor.
 7. 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.
 8. 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.

9. 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 Client is granted permission to sell concessions or merchandise, the City of Campbell shall receive 25% of gross sales.
2. 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. 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. Clients sponsoring/hosting events where alcoholic beverages are served or sold will be required to have security, at the Client's cost and expense. Theatre Manager will determine the security needs for the event.
3. 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 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.
4. Receptions involving the serving of food and drink prior to or following 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 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 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 10,000 lumens Sanyo projector with a semi-long lens. The projector is permanently mounted on the front light rail of the balcony. A DVD 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 A.
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 Client will be responsible for any costs the City of Campbell incurs related to removal and/or disposal of abandoned property or materials.
5. Each 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 Client's cost at the rates set forth in the attached Schedule of Fees and Charges.
6. The Client must coordinate the needs of all aspects of the Client's event with the Theatre Manager and Theatre Production Manager. 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 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, VenueTech Management Group and the Campbell Redevelopment Agency 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 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 and its environs without the prior approval and permission of 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. Client will be billed at a rate of \$25/hour for labor involved in removing any promotional material that is left after event.
2. Promotion of Client's event is the sole responsibility of the 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 docks.

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. Facility permits and reservations cannot be transferred, assigned or sublet.
10. 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 Client.
11. All sound checks on performance days must be completed 90 minutes before showtime- no exceptions.
12. 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.
13. Smoking is not allowed in the Heritage Theatre or within 20 feet of any doors or windows. No food or drink with the exception of bottled water will be allowed in the audience seating area at any time.
14. The breezeways leading out to the Garden Courtyard must remain clear at all times. There is no set up allowed in this area.
15. 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.
16. Strollers are not permitted in the Theatre auditorium or lobby. All patrons will be asked to take strollers back to their cars.
17. 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.
18. Fights, vandalism, or destructive behavior on the part of any member of a 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.
19. The Heritage Theatre will be provided to Client in a clean and ready state. 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 Client at the Maintenance rate outlined in the Schedule of Fees and Charges.
20. Under no circumstances will a larger number of persons be allowed in the audience seating area than the total number of seats.
21. 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.

22. 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 Machines & Other Pyrotechnical Devices

Smoke machines are not allowed to be used/operated in the Heritage Theatre.

A test performed on 7/2/04, and observed by the County Fire Marshal, resulted in the activation of the building's fire alarm system. As this is not an acceptable result, and policy strictly prohibits shutting the fire system off during such a use, smoke machines are simply not 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 Production Manager by calling: 408.666.2811. The Production 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 on June 1, 2010, and are effective on 7/5/10.

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 not available on-line; they must 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

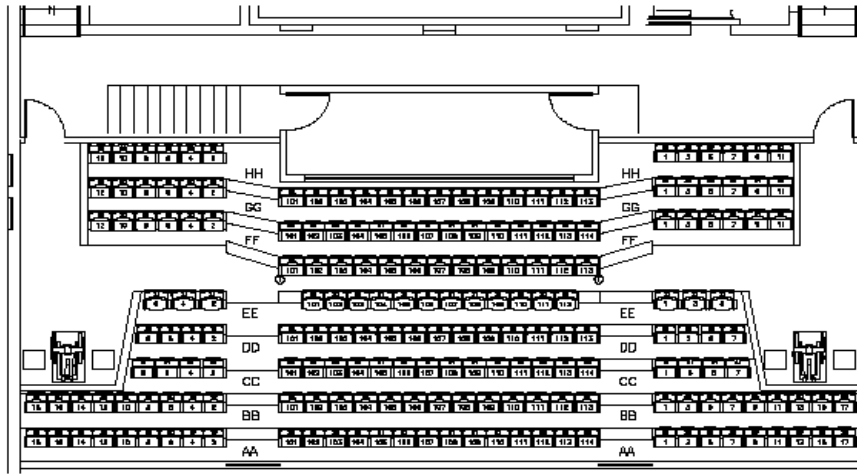
***BOX OFFICE PROCEDURE
FOR WHEELCHAIR, TRANSFER & COMPANION SEATS
FOR TICKETED EVENTS WITH
GENERAL ADMISSION SEATING AND NON-TICKETED EVENTS***

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 B

BALCONY SEATING



ORCHESTRA SEATING

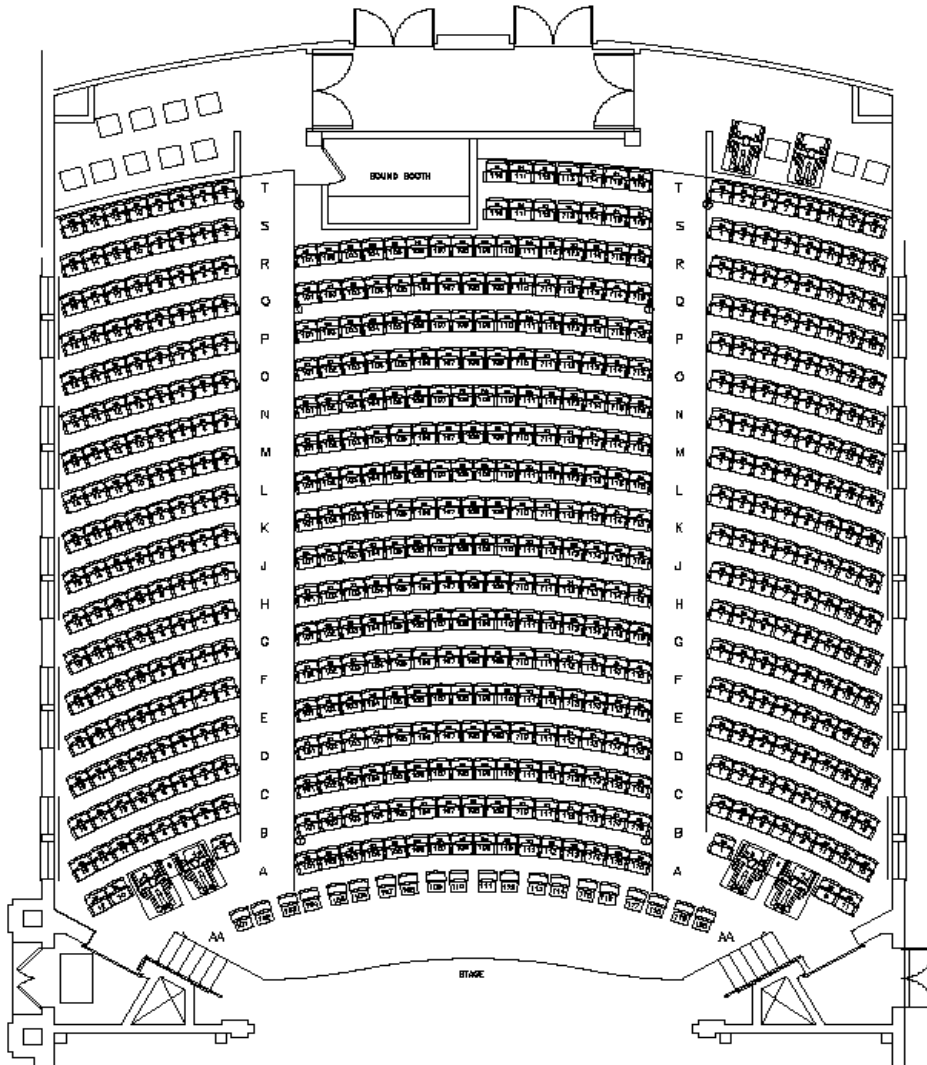
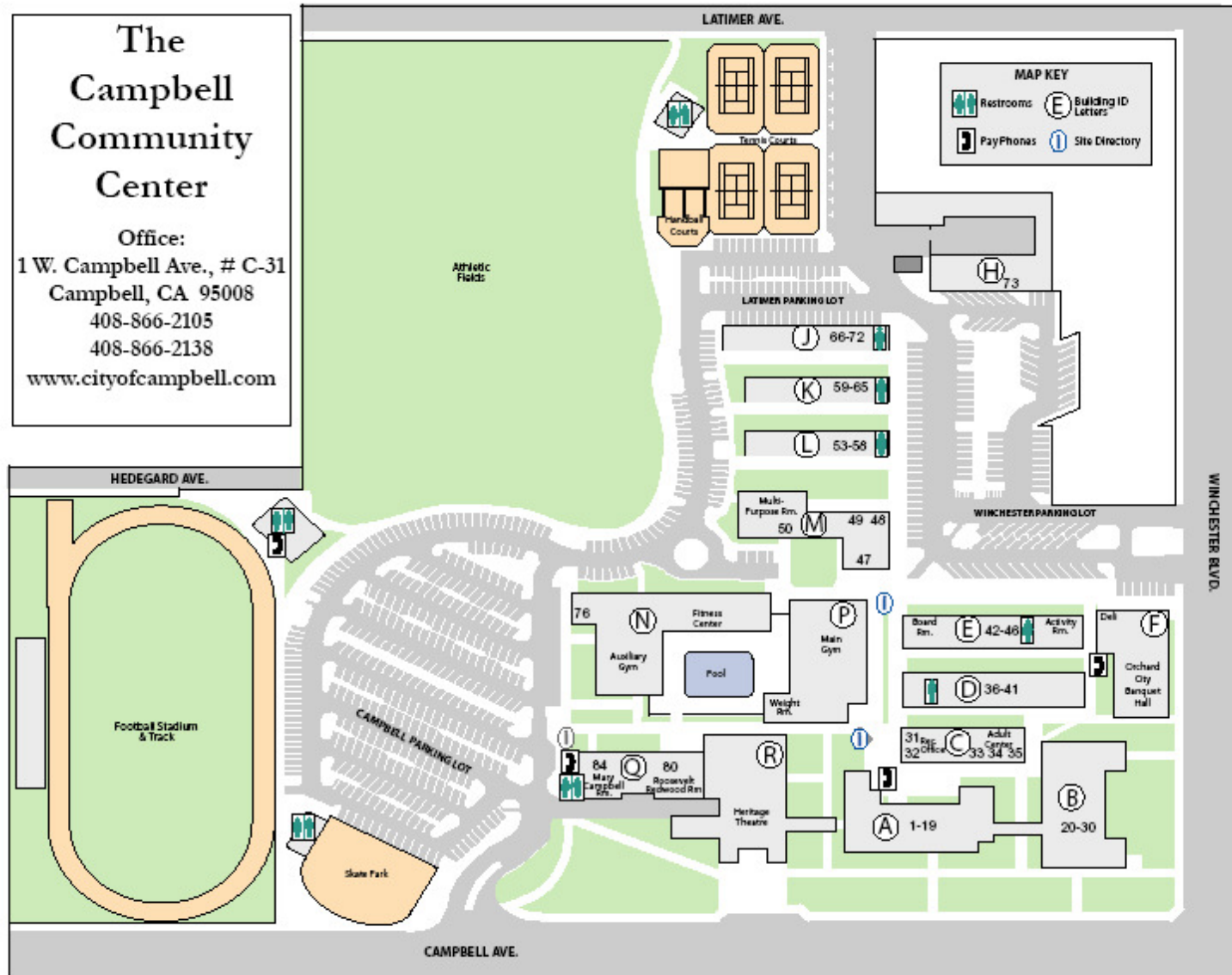
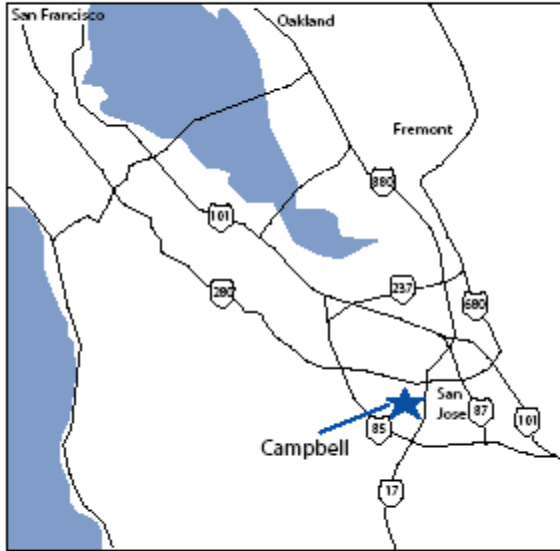


EXHIBIT C



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.

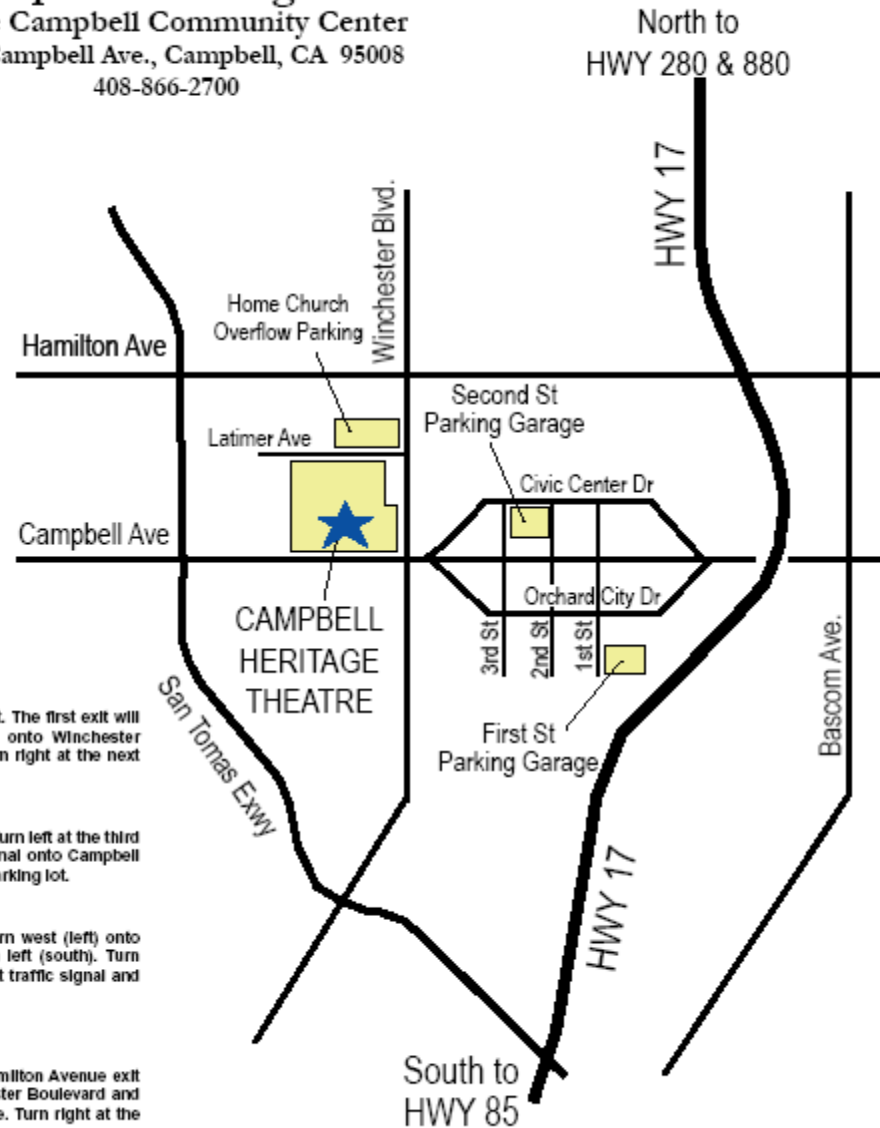


EXHIBIT D

**Schedule of Fees and Charges for Use of the
Heritage Theatre**

1. The Theatre will be rented to individuals, businesses, and organizations based on the following rate schedule:

2010/11 Fees

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

Base rent for up to an 8-hour period on one day:	\$500.00/day
Additional time on the same event day:	\$100.00 / hour
Rehearsal time for up to an 8-hour period on one day:	\$350.00/day
Additional rehearsal time on the same day:	\$100.00 / hour
Standard sound equipment (up to two microphones)	N/C
Full sound equipment (full use of sound system)	\$ 75.00 / day
Minimum lighting equipment	\$ 75.00 / day
Maximum lighting equipment	\$300.00 / 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:	\$750.00/day
Additional time on the same event day:	\$125.00/hour
Rehearsal time for up to an 8-hour period on one day:	\$475.00 / 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	\$400.00 / 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 45 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, and in all cases at least a minimum of two weeks in advance of the event. The Facility Use Application/Technical Rider form must be completed and returned with the appropriate deposit(s).

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**. 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. **Fees for Additional Services** will be charged as follows:

2010/11

- a. Box Office Fee: \$550.00/contract
- b. Box Office Ticket Printing: \$.30 / ticket
- c. Janitorial Fee for Rehearsals: \$ 75.00 / day
Janitorial Fee for Performances: \$125.00 / day
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.: \$ 40.00 / hour
 - Technical Staff: \$ 30.00 / hour
 - Stagehand: \$ 25.00 / hour
 - House/Box Office Staff: \$ 25.00 / 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 Rental, Primary Partners \$ 50.00 / day
- j. Piano Tuning: \$150.00 / tuning
- k. Piano Tuning, Primary Partners \$ 75.00 / tuning**
- l. Theatre Facility Fee \$2.00/ticket or person (see below)
- m. Processing Fee for permit changes:\$ 25.00 / change
- n. Sound System: Outlined above
- o. Spotlights: \$100.00 / day
- p. Theatre Tours
 - During regular operation hours: \$ 60.00/hour
 - During non-operation hours: \$150.00/hour
- q. Video Projector & Screen \$400.00/day

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

** When tuning can be scheduled and performed by Dan Naylor

5. **Theatre Facility Fee:** A fee of \$2.00 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, free events, Primary Partner events, non-profit organization sponsored events, and all others.

6. **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.

7. **Deposits:**

a. **Deposit Fee: \$500.00/Date of use.** A refundable security/damage deposit fee of \$500/date of use will be required to hold each date on the Theatre calendar. Once the Theatre Manager has completed the Settlement Report, the deposit may be refunded to the Client, or be applied to (deducted from) the outstanding balance if additional fees are due for facility use, staffing, equipment and services provided, or fees applicable for damaged or lost equipment, or necessary repairs to the facility. Settlements will be performed within two weeks following last scheduled rental date. See section "C" 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 or Discover card) in the name of the hosting/producing organization/person.

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

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

Application Fee:	\$ 25 / contract
Refundable Security Deposit:	\$200 / contract
Rental Fee:	\$300 / first 4 hours
	\$ 75 / each add'l hour

NOTE: Rental (fees) of the Garden Courtyard does not include use of tables, chairs, podiums, or any other equipment. 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.

9. **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

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