

Schedule of Fees
Bob Burton Center for the Performing Arts

	23/24	24/25	25/26
Theater Operations Technician (TD)	\$ 35.00	\$ 35.00	\$ 35.00
Technicians hourly	\$ 30.00	\$ 30.00	\$ 30.00
Custodial hourly	\$ 45.00	\$ 45.00	\$ 45.00
Non-Profit Rental Rates:			
Rehearsal First 4 hours	\$640.51	\$672.54	\$706.17
Performance First 4 hours	\$719.37	\$755.34	\$793.11
Hourly 6 a.m. - 12:59 a.m.	\$ 71.52	\$ 75.10	\$ 78.86
Hourly 1 a.m. -5:59 a.m.	\$104.05	\$109.25	\$114.71
Electrical surcharge	\$ 26.75	\$ 28.09	\$ 29.49
Commercial Rental Rates:			
Rehearsal First 4 hours	\$1,024.74	\$1,075.98	\$1,129.78
Performance First 4 hours	\$1,152.92	\$1,210.57	\$1,271.10
Hourly 6 a.m. - 12:59 a.m.	\$ 136.54	\$ 143.37	\$ 150.54
Hourly 1 a.m. -5:59 a.m.	\$ 169.06	\$ 177.51	\$ 186.39
Electrical surcharge	\$ 26.75	\$ 28.09	\$ 29.49

FEE SCHEDULE SUBJECT TO CHANGE

BOB BURTON CENTER FOR THE PERFORMING ARTS

FEE SCHEDULE AND RENTAL POLICIES

Revision: 9

The following are the costs for use of the BOB BURTON CENTER FOR THE PERFORMING ARTS, which may include use of any or all of the following: Theater Auditorium, Stage, Lobby, Dressing Rooms, Green Room, Dance Studio, Choir Classroom, and Shop Space.

NON PROFIT ORGANIZATION CHARGES

(Proof of non-profit status is required)

Load in and/or Rehearsal time block. (6:00 a.m. to 12:59 a.m., Non Holiday) *\$640.51

The First four (4) hour block of time each day is billed to include the following:

Theater Operations Technician, one (1) Theater Technician, Theater Rental, Electrical Surcharge, & Custodial Fees.

Performance Day(s) (6:00 a.m. to 12:59 a.m., Non Holiday) *\$719.37

The First four (4) hour block of time each day is billed to include the following:

Theater Operations Technician, one (1) Theater Technician, Theater Rental, Electrical Surcharge, & Custodial Fees.

*** Does not include the 7.5% Facility Improvement Fee**

If additional hours are required, they are billed at the following rental rates. (See Staffing for staff charges.)

Rental Rate \$71.52 per Hour (Between the hours of 6:00 a.m. and 12:59 p.m.)

Rental Rate \$104.05 per Hour (Between the hours of 1:00 a.m. and 5:59:am)

Electrical Surcharge \$26.75 per Hour

Charges accrue for all time used, including load in, load out, and restoring house plot. A non-refundable deposit of \$500.00 will be required before the contract commences. Should schedule changes occur (i.e. time changes, cancellation of extra days, etc.) once the contract process has begun, the client may be responsible for certain additional charges.

Commercial Organization Base Charges

Load in and/or Rehearsal time block. (6:00 a.m. to 12:59 a.m., Non Holiday) *\$1,024.74

The First four (4) hour block of time each day is billed to include the following:

Theater Operations Technician, one (1) Theater Technician, Theater Rental, Electrical Surcharge, & Custodial Fees.

Performance Day(s) (6:00 a.m. to 12:59 a.m., Non Holiday) *\$1,152.92

The First four (4) hour block of time each day is billed to include the following:

Theater Operations Technician, one (1) Theater Technician, Theater Rental, Electrical Surcharge, & Custodial Fees.

*** Does not include the 7.5% Facility Improvement Fee**

If additional hours are required, they are billed at the following rental rates. (See Staffing for staff charges.)

Rental Rate \$136.54 per Hour (Between the hours of 6:00 a.m. and 12:59 p.m.)

Rental Rate \$169.06 per Hour (Between the hours of 1:00 a.m. and 5:59:am)

Electrical Surcharge \$26.75 per Hour

Charges accrue for all time used, including load in, load out, and restoring house plot.

A non-refundable deposit of \$500.00 will be required before the contract commences. Should and schedule changes occur (i.e., time changes, cancellation of extra days, etc.) once the contract process has begun, the client may be responsible for certain charges.

Facility Improvement Fee

This fee is 7.5% of your total bill. This fee will be used directly for the facility; the standard wear and tear, and improvements that are needed. This fee will be added to all charges accrued during your rental at the center.

Payment Schedule

This following is the payment schedule for the BOB BURTON CENTER FOR THE PERFORMING ARTS: (all payments must be made out to Fallbrook Union High School District).

1. To Book - a \$500.00 non-refundable deposit.
2. 50% of estimated fees must be received by Load In.
3. Full Payment Due within 30 days of receiving the Final Invoice.

Non-sufficient funds checks are subject to a \$25.00 processing fee. In addition, all subsequent payments will need to be made directly to the district office by certified check.

Staffing

All staffing needs will be determined by BOB BURTON CENTER FOR THE PERFORMING ARTS Theater Operations Technician based on the specifics of each individual rental. A minimum of 2 staff members will be required at all times. Many shows may require a third (3rd) or fourth (4th) staff member.

Due to liability concerns, all personnel will be provided by BOB BURTON CENTER FOR THE PERFORMING ARTS unless other arrangements have been made and agreed upon in writing by BOB BURTON CENTER FOR THE PERFORMING ARTS Theater Operations Technician prior to load in. (Sound Engineer, Lighting Technician, Fly Rail, etc.) Any requests for certain staff members to staff your show cannot be guaranteed and if the staff will be in overtime due to your request the overtime charge will be your responsibility.

Staffing costs & Overtime policies

Overtime is after 8 hours on a 1.5x rate; after 12 hours on a 2x rate*.

Between 1:00 am and 6:00 am, and during holidays - 2x rate*.

*Overtime may accrue sooner due to previously booked events on the same day.

Theater Operations Technician is included in the rental. However, the client is responsible for overtime and holiday pay. Overtime is billed at \$52.50/hour and Double Time/Holiday is \$70.00/Hour

*Overtime may accrue sooner due to previously booked events on the same day/week.

Breaks and Meal Penalties:

- All staff are entitled to paid ten (10) minute rest breaks for every four (4) hours worked, or major fraction thereof.
- Staff working between five (5) and ten (10) hours shall be given a thirty (30) minute unpaid meal break before the end of the fifth hour of work. Staff working more than ten (10) hours shall be given a second thirty (30) minute meal break before the end of the tenth hour of work. (Meal breaks must be uninterrupted with the staff member being completely discouraged from all duties.)
- If a meal break is not given, the staff is entitled to one of the following from the client:
 - An approved meal (from a local restaurant or caterer). This being a working meal break with staff on the clock at their standard pay rate.
 - One (1) extra hour of pay at the standard pay rate (this hour does not count towards overtime calculations).

[Figures from Cal. Labor Code Section 512]

BOB BURTON CENTER FOR THE PERFORMING ARTS Equipment**Lighting**

House Lighting System:
Follow Spots (2)
Operation of Follow Spot

Included in Base cost
Included
Approved Client Personnel
Or staff operator at Theater Tech rate

Sound Equipment

Basic House Sound System
(Stage Monitors and 2 Wireless handheld mics)
Wired Microphone
Direct Input (DI)

Included in Base cost
\$5/day; \$15/Week
\$5/day; \$15/Week

Audio Visual Equipment

Digital Projection M-Vision 23000

\$50/Day; \$150/Week

Musical Equipment

Baldwin Concert Grand Piano*
* Piano Tuning (Required for each use)
Orchestra Shells
Choral Risers (Qty 7)
Platforms
Music Stands Each
Orchestra Chairs Each

\$150/Day; \$450/Week
\$175.00 per tuning
\$120 per event
\$120 per event
\$50.00 per event
\$1.00 per event
\$2.00 per event

Miscellaneous

Tables Each \$5.00
Folding Chairs Each \$1.00

Dressing Rooms

BOB BURTON CENTER FOR THE PERFORMING ARTS has 3 dressing rooms that are included in the base rental cost. The use of the green room is included in the base cost of the rental but may only be used when not being used as a classroom.

Seating

The Americans with Disabilities Act requires that 16 (8 Wheelchair & 8 Companion) seats be held for wheelchair use and companion seats. These seats will be released for sale ten (10) minutes prior to the performance. The theater has a seating capacity of 532 seats plus 8 wheelchair seating spots. Please do not oversell your show or we will be required to turn people away and delay the start of the show until the house is to the set limit.

Security

The BOB BURTON CENTER FOR THE PERFORMING ARTS reserves the right to require security personnel at your event. The Security shall be from an approved vendor or the BOB BURTON CENTER FOR THE PERFORMING ARTS can provide security personnel for your event at cost plus 10%. The Theater Operations Technician will have control over the number of personnel required and where they are positioned.

Sound Pressure Levels (SPL)

Due to the potential volume levels available with our FOH and monitor systems, and any system that may come into the building with a show, the BOB BURTON CENTER FOR THE PERFORMING ARTS has adopted a policy regarding SPL. The following maximum dB level restrictions have been set for the protection of our audience members, crew, and artists. At no time shall the SPL rise above 115dB. Levels above 100dB shall total no more than ten (10) minutes of a performance. Average volume for the entire performance shall not exceed 88dB. All measurements are C-Weighted and will be taken at multiple locations throughout the seating area and at the working positions of the crew on stage. The Theater's SPL limits have been set for the space and equipment in use with safety data from OSHA and NIOSH. The Theater reserves the right for the Theater Operations Technician, or their designee, to reduce system levels to remain within acceptable SPLs.

Music Rights:

The client represents and warrants that all copyrighted material will be performed or produced with the express permission from the copyright owner, that the appropriate license fees have been paid to such licensing agencies (i.e. ASCAP, BMI), and when necessary, intellectual or creative property use authorizations have been obtained. Copies of said agreement are required to be always with the client and available to show compliance of copyright laws upon request.

Catering/Concession Sales

Health Code permits that only food that has been prepared in a professional, commercially licensed kitchen be served at the BOB BURTON CENTER FOR THE PERFORMING ARTS. All Concessions must be sold outside of the auditorium as no food or drink is allowed inside the theater seating area.

Liability Insurance

The Renter shall at all times during the use of the BOB BURTON CENTER FOR THE PERFORMING ARTS maintain in full force comprehensive, general liability insurance covering potential loss or damage which may result from fire, theft, vandalism, or negligence during the use of this facility. Such insurance shall be in the face amount of not less than \$1,000,000.00 (one million dollars) combined single limit (personal injury, bodily injury, and property damage). The Bob Burton Center for the Performing Arts and Fallbrook Union High School District require a certificate of insurance and a separate Endorsement of insurance naming FUHSD as additionally insured. Renter agrees to indemnify and hold harmless the Fallbrook Union High School District (FUHSD), its officers, agents, and employees against any and all loss, damages, and/or liability including to but not limited to personal injury, bodily injury, accident, illness or death or any loss to damage to property and liability that may be suffered or incurred by the school district, its officers, agents, and employees, and against any and all claims, demands, cause of actions or credits, obligations, judgments, suits, attorneys' fees, costs, and expenses that may be made or brought against the FUHSD, its officers, agents, and employees, caused by, arising out of, or in any way connected with the use by renter of the FUHSD facility or the exercise of the privilege herein granted. Renter further agrees to be the contact person to insure that his/her organization promptly reimburses FUHSD for any damage sustained by the school premises, furniture, or equipment because of the use or occupancy of said premises by his/ her organization and to abide by and enforce the rules, regulations, and policies of the Fallbrook Union High School District governing use of school facilities and equipment, according to the State of California.

Cancellations

In the event that the renter cancels, the following payment schedule will apply. Renter will be responsible for the portions of the total estimated charges as stated below

Within 4 weeks of event - 25% of total estimated charges*

Within 2 weeks of event - 50% of total estimated charges*

Within 1 week of event - 75% of total estimated charges*

*or \$500.00 whichever is more

Removal of Property

Any property left by the client after the strike of the show, in either the theater or adjacent areas may, at the decision of the Theater Operations Technician, be moved, placed in storage, or disposed of at the expense of the client. Any equipment left in the facility after fifteen (15) days may become the property of the theater, disposed of, or sold at the discretion of the Theater Operations Technician.

Release from Liability

The BOB BURTON CENTER FOR THE PERFORMING ARTS assumes no responsibility whatsoever for any property placed in the BOB BURTON CENTER FOR THE PERFORMING ARTS or elsewhere on the campus. The BOB BURTON CENTER FOR THE PERFORMING ARTS is expressly released and discharged from any and all liabilities for any loss, injury, or damage to a person or property that may be sustained by reason of occupancy and use of the space under this agreement, provided the loss, injury, or damage is not the result of the gross negligence by the BOB BURTON CENTER FOR THE PERFORMING ARTS, and then only in a manner and to the extent provided by the California Claims Act.

Public Safety

Client agrees to conduct its activities upon the premises so as not to endanger any person lawfully thereon and agrees to cooperate and work closely with the BOB BURTON CENTER FOR THE PERFORMING ARTS Theater Operations Technician.

Ingress/Egress

All articles, exhibits, fixtures, materials, displays, staging, lighting, and sound equipment of the client shall be brought in and out of the facility at entrances designated by the BOB BURTON CENTER FOR THE PERFORMING ARTS Theater Operations Technician only. Clients shall keep aisles, corridors, passages, elevators, stairways, and fire curtain free and clear of all obstructions and shall not use these areas except for egress and ingress.

Hazards

No equipment, device, or fixture may be used which, in the opinion of the theater's Theater Operations Technician, endangers the safety or structural integrity of the BOB BURTON CENTER FOR THE PERFORMING ARTS or its occupants. Clients may not operate any engine, motor, machinery, or use gasoline or any other flammable liquid in the BOB BURTON CENTER FOR THE PERFORMING ARTS. All electrical connections shall be made under the direction of qualified staff approved by the BOB BURTON CENTER FOR THE PERFORMING ARTS. All equipment brought into the theater may be inspected for safety violations and the BOB BURTON CENTER FOR THE PERFORMING ARTS Theater Operations Technician will have final authority for approval and use of such equipment.

Alterations and Decorations

Client shall not injure, mar, or in any way deface the BOB BURTON CENTER FOR THE PERFORMING ARTS and shall not cause or permit anything to be done whereby the BOB BURTON CENTER FOR THE PERFORMING ARTS shall be marred, defaced, or injured. Clients will not drive nails, hooks, screws, or tacks into any part of the premises or furnishings located therein or permit others to do so. Client Shall be responsible for any damages to the BOB BURTON CENTER FOR THE PERFORMING ARTS.

Backstage

No unauthorized persons will be allowed backstage during performances nor rehearsals. Only members of the performing company, BOB BURTON CENTER FOR THE PERFORMING ARTS staff, and client will be permitted backstage

BOB BURTON CENTER FOR THE PERFORMING ARTS Endorsement Approval for use of the BOB BURTON CENTER FOR THE PERFORMING ARTS does not mean the Center in any way supports, sanctions, endorses, or agrees with the policy, or activities of the client.

Seating and Occupancy Limits

Persons are not permitted inside the BOB BURTON CENTER FOR THE PERFORMING ARTS in excess of the seating or occupancy limits established for the space. Under no circumstances is the client allowed occupancy in excess of the seating occupancy limits established for the space.

Force Majeure

In the event that any rental contract by either party shall be prevented by force majeure including but not limited to, act of GOD, storm, fire, the acts or regulations of government agencies or public authorities or labor unions, labor difficulties, lockout, strike, civil disobedience, war, riot, fuel or power shortages, air raid alarm, air raid, act of public enemy, or epidemic, the parties shall be respectively relieved of their obligations under the contract and there shall be no claim for damages by either party against the other. Any cost incurred by BOB BURTON CENTER FOR THE PERFORMING ARTS on the behalf of the renter, however, shall be the responsibility of the renter.

Summary of Standard Charges

Summary of standard charges that will be estimated before event:

- Hourly Rental Charge
- Electrical Surcharge
- Hourly Charge for Personnel
- Charges for Rental Equipment
- Facility Improvement Fee

Summary of charges that may apply after the event:

- Fees Assessed for Damage or Additional Cleanup
- Additional Equipment Used
- Additional Theater Use & Electrical Surcharge
- Additional Personnel Time
- And Expendable Materials (i.e. Gaff, Spike, Tie-Line, Gels, etc.)

PAYMENT INFORMATION:

Please make all checks out to "Fallbrook Union High School District" You can send all checks, contracts, and insurance documents to

Fallbrook Union High School

Attn: Sharla Larsen

2400 S Stage Coach Ln. Fallbrook, CA
92028

Your Deposit of \$500 will be credited on your final invoice.

THEATER GENERAL RULES

1. Theater Operations Technician will mandate the minimum amount of crew needed for a client's show due to safety reasons.
2. Please remember when booking the theater to think about all the call times you will need. Late added calls or changes to calls cannot always be made.
3. Theater staff must do any and all rigging required for your event. Rigging is highly dangerous and for safety and insurance reasons must be done by theater staff. (Exception is the flying of persons, which must be contracted out separately and approved by BOB BURTON CENTER FOR THE PERFORMING ARTS.)
4. If you paint on the stage, or in the shop, you must clean it up or you will be charged an extra custodial fee. Please be aware of this when building your sets and during load in. Painting must be pre-approved by the Theater Operations Technician.
5. The Theater Operations Technician must approve any crew running sound or lighting before they are allowed into the tech booth or onto the catwalks.
6. If used, follow spot positions must be manned by staff members or a client's staff members that have been approved by the Theater Operations Technician.
7. Please be aware the theater will need to be locked during the time the staff takes its lunch. As the Theater Operations Technician must be in the theater when you are in the theater, it is best to arrange a time for your crew to take lunch at the same time as the theater crew.
8. Staff will bring the theater to house plot and restore the theater after the show strike, in preparation for the next client. (Charged to client: actual hours required to restore house)
9. Clients will be invoiced for, or need to replace, all expendable materials used. (i.e. Gels, Tapes, Tie-Line, Wire Rope, etc.)
10. All cast and crew need to enter the theater from the back doors of the theater. Theater back doors will open at the agreed upon call time. Also, Students and parents will not be allowed into the theater until the individual in charge has arrived.
11. Please do not expect to be let into the theater before your contracted time. Staff is in the theater beforehand to do pre-event checks and make sure the center is prepared before the client arrives.
12. Foyer bathrooms are not for use during rehearsals (as custodial is not included).
13. If rosin is to be used on the stage or in the facility you will be required to clean it up or you will be charged an extra custodial fee.
14. No glass, flame, or pyrotechnics are allowed on stage.
15. Fog machines and/or hazers may be used with either water or oil-based fluids that meet industry safety standards.
16. Please keep any food items to easy cleanup items in theater areas. No food is allowed in the house seating area at all. Please limit liquids to water only in the house.
17. Directions from all house staff must be followed.

**BOB BURTON CENTER
FOR THE PERFORMING ARTS**
Client Call Times

Client:

Contact:

Phone:

Date	Call Time	Start Time	End Time	Exit Facility

**BOB BURTON CENTER
FOR THE PERFORMING ARTS**

I _____ have read the “BOB BURTON CENTER
FOR THE

PERFORMING ARTS Fee Schedule and Rental Policies.” I understand the Fee Schedule and Rental Policies for the Center. I understand that the \$500.00 Deposit is non- refundable and that it will be applied to any balance due for the rental of the facility. ***I am authorized on behalf of the applicant/organization to sign this application for the use of FUHSD facilities and thereby obligate the applicant for any fees or charges.***

Signed: _____ Date: _____

Title: _____

Client Info:

Organization: _____

Contact Person: Phone Number: _____

Email: _____

Mailing Address: _____

CIVIC CENTER ACT

The undersigned states that, to the best of his or her knowledge, the school property for use of which application is hereby made will not be used for the commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the government of the United States by force, violence or other unlawful means; That, the organization on whose behalf he or she is making application for use of school property, does not, to the best of his or her knowledge, advocate the overthrow of the government of the United States or of the State of California by force, violence, or other unlawful means, and that, to the best of his or her knowledge, it is not a Communist action organization of Communist from organization required by law to be registered with the Attorney General of the United States. This statement is made under the penalties of perjury.

Print Name Here

Signature

Community Relations USE OF SCHOOL FACILITIES

Part I - Statement of Information

The undersigned, as duly authorized representative for _____, states that, to the best of his/her knowledge, the school property for use of which application is hereby made will not be used to the commission of any crime or any act which is prohibited by law.

The undersigned further declares that, _____, the organization on whose behalf he/she is applying for the use of school property, upholds and defends the Constitutions of the United States and the State of California.

Signed: _____

Organization if applicable: _____

Date: _____

Part II – Proof of Non-Profit Status

Proof of nonprofit status must be submitted with the application to obtain the reduced rate. Any of the following is acceptable evidence of nonprofit status:

- (a) a reference to the applicant organization's listing in the Internal Revenue Service's (IRS) most recent list of tax-exempt organizations described in section 501(c)(3) of the IRS Code;
- (b) a copy of a currently valid IRS tax exemption certificate;
- (c) a statement from a State taxing body, State Attorney General, or other appropriate State Official certifying that the applicant organization has a nonprofit status and that none of the net earnings accrue to any private shareholders or individuals;
- (d) a certified copy of the organization's certificate of incorporation or similar document that clearly establishes nonprofit status;
- (e) any of the above proof for a State or national parent organization and a statement signed by the parent organization that the applicant organization is a local nonprofit affiliate. If proof is not attached, you will be charged the Fair Rental Value.

**Fallbrook Union High School District Maintenance,
Operations, Transportation Department**

Conference Rooms/Classrooms

Rules and Precautions

1. No food of any kind allowed in the facility unless approved.
2. No gum or tobacco products allowed in or around the facilities.
3. No dogs or other pets allowed in the facilities.
4. No paints, chalk, permanent markings allowed. Banners allowed only with prior approval.
5. If using the cafeteria:
 - a. No one is allowed in the kitchen area for ANY reason without written permission from the director of food services.
 - b. Do not touch any monitors, equipment or kitchen equipment for ANY reason.
6. If using a classroom:
 - a. Please leave the room as you found it.
 - b. Do not move desks unless given prior permission to do so.
 - c. No one is allowed the use of school computers in the classroom for ANY reason.
 - d. Please respect the classroom and teacher whose classroom you are borrowing.
 - e. Do NOT touch, move or remove any of the items left by the classroom teacher.
 - f. Client/Organization is responsible for ANY items missing after the event.
7. Please pick up any trash, cups, plates, etc. and deposit into trash receptacles.
8. Please always supervise children.

Initials: _____

PAYMENT INFORMATION:

Please make payment within 30 days of receipt of your Final Invoice.

Make all checks out to "Fallbrook Union High School District" You can send all checks, contracts, and insurance documents to

Fallbrook Union High School

Attn: Sharla Larsen

2400 S Stage Coach Ln.
Fallbrook, CA 92028

Deposit is \$500 and will be credited on your final invoice.