



# Paso Robles Youth Arts Foundation

## - Rental Policies Handbook for Facility Use, Shows and Events –

January 2017

*Our mission is to enrich the lives of area youth with free classes in the visual and performing arts in a safe and nurturing environment.*

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501 (c)(3) Nonprofit #77-0488880

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## OVERVIEW

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**INTRODUCTION** – This document exists as a way to avoid misunderstanding between the parties of the application and agreement for facility use for events at the Paso Robles Youth Arts Foundation (PRYAF). It is in that spirit that our policies are clearly set out in this handbook. It is not intended to alarm or to imply that your event or organization may infringe on any of PRYAF's rules or regulations and is simply a good faith effort to ensure your event and organization's best success at our PRYAF facility. Clear communication is essential to a successful performance. Most of our policies are industry standard, but are also very important to us to ensure a successful event for you and the security of our PRYAF facility.

## GENERAL POLICIES

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**POLICIES AGREEMENT** – Renter, hereafter referred to as "RENTER", must be a Nonprofit Organization and registered in San Luis Obispo County. The Paso Robles Youth Arts Foundation (PRYAF) and its Directors, a California nonprofit public benefit corporation, is the entity that owns/operates the rental PRYAF facility, hereafter referred to as "PRYAF". PRYAF provides services to RENTER on a rental basis only. The RENTER's Authorized Signatory is the party signing the rental agreement and is responsible for all business dealings including payment. PRYAF reserves the right to refuse rental of the PRYAF facility for any use which it deems incompatible with its operation, mission or long term goals or which are in direct conflict or competition to the organization's own programming or that of already confirmed bookings. PRYAF does not allow its name or logo to be used without its written permission except as it applies to that specific rental and conforming to the regulations presented within this document.

**PRYAF DIRECTOR & RENTER AUTHORIZED SIGNATORY DEFINED** – A PRYAF Director consists of any authorized Board Officer or Executive Director. Renter's Authorized Signatory is an individual who has legal power to sign an official document on behalf of the RENTER.

**OPENING/CLOSING** – A PRYAF staff person may be required on site from the time you first enter the building until you vacate to assist you by opening and unlocking the areas that you have chosen to rent for your event and to be available for questions or assistance. Please note that all staff time—including the required staff mentioned above—will be charged to the RENTER on an hourly basis under the guidelines and rates established by the application and agreement for facility use. The RENTER's Authorized Signatory named in the rental agreement documents, must be present during the entire period of RENTER's rental. PRYAF reserves the right to enter any and all areas to enforce the rules and to limit the number of people in the area. RENTER is responsible for ensuring that all volunteers, staff, contractor, actors and performers of RENTER are aware of the policy and adhere to it.

**NONDISCRIMINATION** – RENTER will not discriminate against, segregate, refuse admittance to, nor provide biased or preferential treatment on the basis of race, color, creed, religion, sex, age, handicap, medical condition, sexual preference, gender identity, marital status, ancestry or national origin of any person. This includes programming and program content or philosophy and specifically prohibits programming promoting or advocating discrimination, violence or biased treatment based on any of these classifications.

**DAMAGE TO PRYAF FACILITY** – The RENTER is responsible for all damage to the PRYAF facility caused, or as a direct result of their event, by artists, guests, patrons, staff, crew, volunteers, subcontractors or others. This specifically includes but is not limited to damage to curtains, bathrooms, dressing rooms, seats, stage, sound equipment, lighting equipment, and furnishings. RENTER is also responsible for lost revenues due to damage.

**HOLD HARMLESS** – RENTER shall indemnify and hold harmless PRYAF; including any of our contractors, employees, agents, officers, volunteers or members against any and all liabilities, suits, damages, actions and/or claims (including attorney's costs) arising out of the RENTER's use of the facility. This includes, but is not limited to damage to property or injury to any patron, event attendee, RENTER, RENTER's employee, RENTER's volunteer, RENTER's subcontractor, and/or RENTER's agents as well as others. This also includes any contractual obligations, including but not limited to artist fees, film rental fees, equipment rental, copyright holders and/or advertising firms.

**LIABILITY** – PRYAF; including any of our contractors, employees, agents, officers, volunteers, or members are not liable for any damages, including consequential damages, for their failure to perform as stipulated in this rental agreement due to

circumstances beyond their control, including but not limited to equipment failure. In any event, any monies returned to the RENTER shall be limited to the agreement rental amount.

**ANIMALS** – Only seeing-eye and service animals are permitted. No other animals are allowed in the PRYAF facility at any time.

**DISRUPTIVE PEOPLE** – PRYAF reserves the right to remove, or cause to be removed from the premises, any person or persons engaging in disruptive, loud, belligerent, or threatening conduct—whether patron, staff, crew, performer, volunteer, producer or others. PRYAF reserves the right to refuse admission to any person displaying the above behaviors or who appear intoxicated or under the influence of an illegal substance. PRYAF shall not be held liable for any damages to the RENTER through exercising this right.

**USE OF ALCOHOLIC BEVERAGES** – Use or possession of alcohol products needs a required ABC permit and preapproved by PRYAF Directors at the Event Meeting. Alcohol permits are only allowed at 21 and over events. ABC licensing can be required at:

San Luis Obispo Alcohol Beverage Control  
3220 S. Higuera St. Suite 233  
San Luis Obispo, CA 93401  
Phone: (805) 543-7183  
Email: SLO.Direct@abc.ca.gov

**USE OF TOBACCO PRODUCTS** – Smoking of any kind including e-cigarettes are prohibited in or around the PRYAF facility. California prohibits smoking in all enclosed spaces and areas including lobbies, restrooms, break rooms, stairwells, and elevators. Smoking is prohibited within 20 feet of main entrances, exits, operable windows, or ventilation intakes. This includes all parking lots, loading dock, main entrances, etc.

**CATERING** – Catering is allowed at an event provided the catering personnel clean up after the event. No utensils, glassware, dishes, or platters are provided. Deep frying is not permitted. Power for catering is limited to two 20 amp circuits in the location of the concessions area. This type of activity must be confirmed during the event meeting and included in the written application and agreement for facility use.

## **RESTRICTED ACTIVITIES**

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**Prop Weapons** – We understand the need to use prop weapons in a show from time to time. The use of prop weapons is allowable for a show, however certain safety measures must be in place because the PRYAF facility is a youth performing arts school. In addition, any use of prop weapons must be prearranged during the Event Meeting with PRYAF Directors prior to the event. Any use of any type of weapon must be cleared through PRYAF Directors in advance. Transportation of prop weapons to and from PRYAF must be done in an enclosed case or covering to prevent students on the property from becoming alarmed. Prop weapons must be immediately secured in the building. Secured Storage must be prearranged and defined with PRYAF Directors. During shows and rehearsals, the responsibility of the safe storage, handling, operations and discharge of any prop weapon resides with the Stage Manager and/or Technical Supervisor of the show. Any volunteer crew member or sub-contractor must work with PRYAF Directors to ensure this process. A secured storage area will be defined at the event meeting, and all prop weapons must be locked in this area before and after their use in a rehearsal or show to prevent access by any students or other non-show related persons. Audience warnings will also be required for any weapon that creates a large noise or otherwise startles the audience when used or discharged. Please post information in your program and in a preshow announcement warning your audience and our patrons of the use of any weapons, loud noises, or anything startling in the show. All special effects are to be consulted with PRYAF Directors and Operations Technician at Event Meeting.

**Use of Smoke, Strobe Lights, and Lasers** – Laser and strobe lights can induce seizure in some people with epilepsy or photosensitivity. Some laser lights have the potential to cause eye damage if a person was to stare at the light, and some lasers can cause skin burns if too strong or too close. Any use of mechanical smoke, strobe lights, or lasers must be approved in advance in writing by the PRYAF Directors. If the presentation includes the use of lasers or strobe lights, artist or RENTER must provide documentation of type, manufacturer, method of use, description/location of projection surface and location of source in writing to the PRYAF facility not less than 30 days prior to event. Similarly, if mechanical smoke is to be used, documentation of manufacturer, method of use, description/location and MSDS sheets for the chemicals used in the fog must be forward in writing to the PRYAF facility not less than 30 days prior to event. Upon approval, the PRYAF Director will notify RENTER of conditions of use. All special effects are to be approved by PRYAF Directors and Operations Technician at Event Meeting. When laser and/or strobe lights are approved for use in the PRYAF facility, warnings must be posted at the front of the house or

entrance doors to the facility and in the program. Only employees trained to do so may operate the laser lights. Approved laser lights must meet requirements set forth by the Food and Drug Administration's (FDA's) Center for Devices and Radiological Health. Renter will inform all performers and crew in advance, and educate them regarding the hazards and safety precautions associated with the use of lasers and strobe lights.

## **HOUSE RULES**

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**DOOR & EVENT OPENING** – PRYAF facility doors shall open at the beginning of contracted time unless otherwise agreed to in writing in the application and agreement for facility use. Please be sure to schedule your event set-up with this in mind.

**SAFETY** – RENTER is responsible for providing a safe environment for everyone involved. PRYAF staff reserve the exclusive right to determine what constitutes a safe environment. Any aspect that PRYAF Staff determine is unsafe must be rectified immediately or the load-in or event will be suspended immediately until safety is restored. PRYAF staff will be especially concerned with loading practices, hanging objects, flammability and fire safety, electrical usage, connections and equipment, and crowd control. Please review these items with staff in advance to ensure no onsite problems on the day of your event. All paths of egress (doors, hallways and rooms) are to be kept clear to provide safe egress in the event of an emergency. No fire rated doors are to be left blocked. All cables and wires must be matted and taped where they cross any aisles or doorways. No tri or mono pods or any other device that could become entangled between seats and impede egress are allowed. Any patrons or attendees who require walkers, canes etc. will be seated at handicap and appropriate seats to address their needs without affecting the possible safety of others. PRYAF exit doors are wheel chair accessible. RENTER will be responsible for preparing handicap seating and reviewing with PRYAF directors at Event Meeting.

**ACCESS** – Renter support staff are to access the PRYAF facility through any entrance doors. Fire rated doors are NOT to be left propped open. PRYAF guests are to access through front doors unless an emergency occurs. Performers, guests, and renter support staff will be granted access at the time indicated on the application and agreement for facility use. No performers, guests, and renter support staff will be allowed in the building until a PRYAF staff person is on site or in the facility unless specified in the “special terms” of the rental agreement.

**FIRE & EMERGENCY SAFETY** – PRYAF enforces fire protection safety codes and is subject to inspection by the State Fire Marshall and the Paso Robles Emergency Services. NO PYRO DEVICES are allowed in the PRYAF facility or on the property. All fire aisles and exits must be kept clear of equipment and people. PRYAF technical staff will clarify exiting clearances, but the ultimate authority is the Paso Robles Emergency Services and the office of the State Fire Marshall, who may modify these requirements without recourse. No smoking is allowed anywhere in the building or surrounding property, including parking lot and loading dock. There is no standing or sitting allowed in the aisles. This will be enforced by PRYAF staff. Failure to follow these rules will result in the immediate suspension of the event (or load-in) until the conditions are corrected. If they are not corrected, the event will be cancelled without refund to the renter.

**USE OF OPEN FLAME** – Open flames, pyrotechnics, and other incendiaries are prohibited at PRYAF for the safety of all cast, crew, and the PRYAF facility. PRYAF has an excellent professional relationship with our local fire authorities and operates the PRYAF Facility in compliance with current fire codes.

## **BASIC RULES FOR EACH ROOM**

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**PHONES, COMPUTERS & INTERNET** – No use of PRYAF phones, networking, or computers are provided. Use of PRYAF Administrative equipment is prohibited unless pre-approved in writing and signed by PRYAF Director at the Event Meeting. Wi-Fi connection can be made available for RENTER use upon request. No PRYAF equipment, such as supplies or concessions equipment, may be used for RENTER's event unless agreed to in writing on RENTER's rental agreement.

**STUDIO 1 (DRAMA ROOM)** – The RENTER will be responsible for cleaning up all RENTER's equipment and materials after the event and leave the room in proper order: close blinds, turn off lights, etc. The Renter will be liable for any damages caused by its use of the facilities and will reimburse PRYAF for any damages incurred. Room must be left in its original state.

**STUDIO 2 (ART ROOM)** – The RENTER will be responsible for cleaning up all RENTER's equipment and materials after the event and leave the room in proper order: close blinds, turn off lights, etc. All food must be removed from the kitchen upon conclusion of your event. Stoves, countertops, sink and refrigerator must be cleaned and floor must be swept and mopped. The RENTER will be liable for any damages caused by its use of the facilities and will reimburse PRYAF for any damages incurred. Room must be left in its original state.

**STUDIO 6 (GREEN ROOM)** – The RENTER will be responsible for cleaning up all RENTER’s equipment and materials after the event and leave the room in proper order: close blinds, turn off lights, etc. No food or drink is allowed except for water. The RENTER will be liable for any damages caused by its use of the facilities and will reimburse PRYAF for any damages incurred. Room must be left in its original state.

**AUDITORIUM** – The RENTER will be responsible for cleaning up all RENTER’s equipment and materials after the event and leave the room in proper order: turn off lights, etc. The Renter will be liable for any damages caused by its use of the facilities and will reimburse PRYAF for any damages incurred. Room must be left in its original state.

## **BOOKING & PAYMENT**

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**MODIFICATION** – This RENTAL POLICY HANDBOOK, PRYAF FACILITY USE AND SERVICES AGREEMENT and FEE SCHEDULE represent the entire agreement between the parties and any term not expressed herein is not intended to be part of this agreement. This rental agreement may only be modified in writing and signed by an authorized PRYAF Director and the RENTER. The terms of the rental agreement contract are subject to any special arrangements as listed under "Special Terms" on the rental agreement document.

**RENTAL AND LABOR RATES** – PRYAF’s rental and labor rates are established by PRYAF and are subject to various labor contracts and are nonnegotiable.

**INSURANCE** – RENTER is required to maintain General Liability insurance coverage with a minimum of \$1,000,000 limits per occurrence. Said Commercial General Liability will provide coverage for bodily injury, property damage, personal injury, contractual liability, and advertising injury. If alcohol is served, Renter shall also provide coverage for Liquor Legal Liability. The RENTER must secure the policy as PRYAF does not provide insurance. RENTER must provide a CERTIFICATE OF LIABILITY and attached endorsement documents naming PRYAF Certificate Holder: Paso Robles Youth Arts Foundation 3201 Spring Street Paso Robles, CA 93446, respectively as additionally insured certificate holders for all rental dates, including Load-in/Rehearsal and Event. In addition, RENTER must provide proof of worker’s comp coverage. The following language must be used to list PRYAF as additionally insured with respect to USERS rental dates. “PRYAF, including any of our contractors, employees, agents, officers, volunteers or members, are additional insureds as respects to claims arising out of the rental of our facilities by the Named Insured.” In addition, RENTER must provide proof of statutory limits of worker’s comp coverage if they have employees and/or legally required to have worker’s compensation. This proof shall be submitted in no event less than 30 days before load-in to allow time for corrections if needed. PRYAF reserves the right to demand a copy of the actual policy. Should such a certificate not be received within 30 days of the event, the event will be canceled without refund to the RENTER. NO CERTIFICATE MEANS NO EVENT. There can be no exceptions. Tickets and invitations for the EVENT may not be distributed until this certificate is received.

**HOLDS & BOOKING** – PRYAF Directors will temporarily hold a date for a rental client for up to 10 days while the client is finalizing specific matters related to that date. However, if a second PRYAF facility client makes a request for that same date, the original client holding that date will be notified they have 48 hours to submit a signed rental agreement and full payment of a Security Deposit of 50% of the estimated cost of the event or the date will be forfeited and given to the other party. Date is fully secured when a Security Deposit and signed Facility Rental Agreement have been received by PRYAF. All bookings must be on file 30 days prior to load-in to guarantee tech crew and staff availability. Dates may be booked up to twelve months in advance.

**DISCRETIONARY BOOKING** – Requests for rental may be denied at the discretion of PRYAF directors if the proposed event presents a potential conflict to the target market of a previously scheduled event or competes with in-house programming or long-standing events. Similarly, PRYAF Directors reserve the right to approve all performance content and activities to ensure appropriate standards of quality and decency. Management reserves the right to deny or revoke any rental agreement at any time and for any reason.

**PAYMENT POLICY** – All checks should be made out to “Paso Robles Youth Arts Foundation” or “PRYAF”. Payment of the Security Deposit is required before a date is considered confirmed at PRYAF and must be received within 10 days of hold request and/or 30 days prior to the event. The estimated event rental charges must be received 5 days prior to the event. A final bill will be generated within 10 days of the event showing all labor, or additional charges, including any Special Terms. It is PRYAF policy to turn all accounts over to collection immediately following the 60-day payment window without exception.

**EVENT MEETING / EXCESSIVE STAFF TIME** – A confirmed rental agreement and Security Deposit entitles Renter’s Authorized Signatory to one 60-minute on-site Event Meeting at PRYAF at a mutually agreed time. RENTER will be provided with an event

worksheet to prepare for this meeting. A technical plan & estimate for this rental agreement will be established after this meeting. To make best use of this meeting, RENTER is encouraged to meet with their production staff in advance of this on-site meeting to ensure that all parties are on the same page about RENTER's planned use of the PRYAF facility. RENTER must ensure that all of RENTER's head staff are able to attend this on-site meeting. Examples of the staff who should attend are: Event Producer, Event Production Manager, Artist or Performer's Representative, Caterer, Head Decorator, etc. RENTER and RENTER's staff should have read and familiarized themselves with these Rental Policies and any artist contracts or technical riders in advance of this meeting. While we are eager to help ensure the success of your event, additional on-site meetings will be charged at the PRYAF's hourly rental rate, with a two-hour minimum. While we aim to be a resource for your event and we ask that you contact us with any questions, ideas or concerns, be advised that excessive phone, fax, mail or email communications will incur additional staff time charges. PRYAF Director will communicate the need for additional time and charges. This policy is in place to allow PRYAF staff to focus on the business of operating and maintaining PRYAF programs and to ensure equal attention to all renters and events. Any additional meeting time will be billed to RENTER at a rate of \$75.00 per hour.

**REFERENCES** – PRYAF reserves the right to require and process business references and to research past events in which the RENTER or subcontractors have produced similar events.

**CANCELLATION** – In as much as PRYAF is reserving the PRYAF facility for RENTER's event, we are denying it to others. Therefore, the following cancellation policy is strictly enforced: The RENTER may cancel the event at any time up to 30 days before load-in with loss of Security Deposit only (plus any expenses incurred by PRYAF). Cancellation of the event with less than 30 days' notice will cause RENTER to be liable for the entire rental amount. PRYAF retains the right to cancel this rental agreement with written notice at any time for cause. "Cause" may include, but is not limited to: Misrepresentation of the event, lack of insurance, bounced check, unsatisfactory reference checks, threats of violence or actual violence to any PRYAF employee or subcontractor by RENTER's employees, invitees or subcontractors, threats of damage or actual damage to PRYAF by RENTER's employees or subcontractors, damage or theft of PRYAF property by RENTER's employees or subcontractors, safety concerns as determined by PRYAF staff, or failure to abide by the terms and conditions of this application and agreement for facility use. Cancellation by PRYAF for cause will result in the loss of the entire rental amount.

**CLEAN UP** – Renter shall leave the PRYAF Facility, and its vicinity, in the same condition as it was at the commencement of the term of this Agreement. Cleanup includes all areas used, as well as removal of decorations, stage garbage, tape, drinks and food. RENTER will be subject to an additional trash charge of \$5.00 per bag for trash accumulated from event. Trash bags can be taken out the rear entrances and placed in front of the trash bins located behind the small white fence at the back of the PRYAF building in the rear parking lot. Renter agrees to pay any extra charges for labor and/or materials when an excessive amount of cleaning is required by PRYAF to return the Facility to its prior condition. Renter also agrees to pay PRYAF for any damages as a result of Renter's use of the Facility. The security deposit shall be applied toward any amount due to PRYAF for excess cleaning and/or repair of damage.

## OCCUPANCY LOAD

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If the production requires that any seating areas be used for sound, lighting or other equipment, the capacity will also be reduced. Large numbers of performers may reduce the capacity. Please be aware of the occupancy limits for all rooms. If your production will exceed these limits, you will need to reduce your occupancy. Please see below for our occupancy. Do not over book your event.

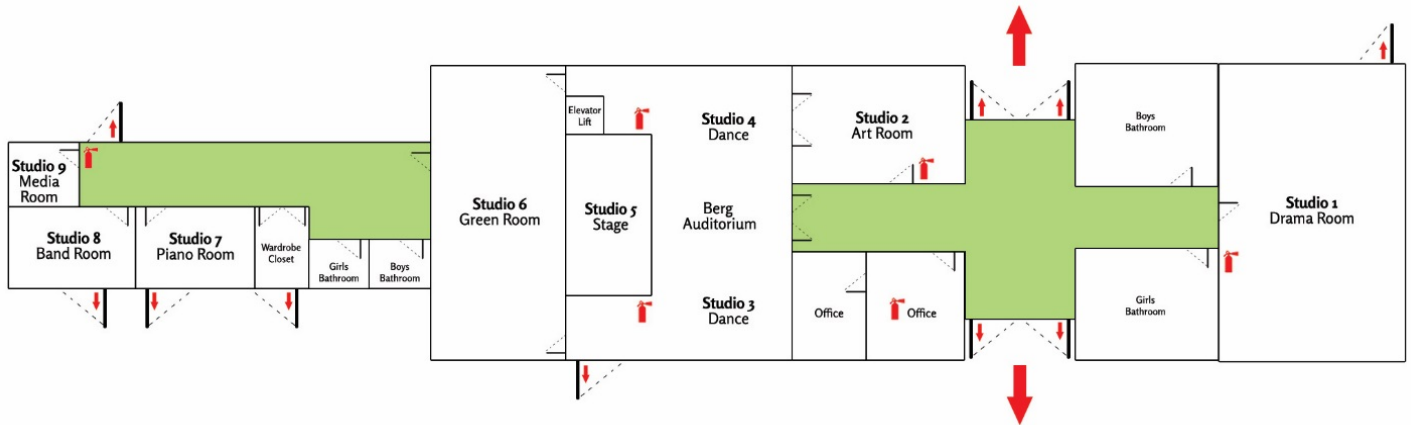
**Studio 1 (Drama Room)** With Stage: 1345 square ft.  
Dining: 89 Occupancy

**Studio 2 (Art Room)** 576 square ft.  
Classroom: 28 Occupancy

**Studio 6 (Green Room)** 720 square ft.  
Classroom: 36 Occupancy

**Auditorium** Without Stage and Wings 2000 square ft.

Dining:	142 Occupancy
Assembly:	266 Occupancy
<b>Stage:</b> With Wings: 940 square ft.	
Stage:	53 Occupancy
Right Wing:	18 Occupancy
Left Wing:	18 Occupancy
<b>Lobby</b> 517 square ft.	
Standing:	95 Occupancy
<b>Rear Hallway:</b> 360 square ft.	
Standing:	72 Occupancy



## RENTERS EQUIPMENT

**STORAGE** – Caterer, decorator, florist or entertainer property cannot be stored overnight either prior to or following rental period without written approval from the PRYAF Directors. In addition, deliveries will not be accepted prior to the start of the scheduled rental period.

**LOAD-IN & LOAD-OUT** – Any time spent within the building will be charged to your event. This includes load-in, event set-up, sound-check or rehearsals (if any), the event or performance, and teardown/load-out. Please be sure that you have calculated enough time for your event’s requirements. Supplies, equipment, personnel and volunteers cannot arrive at the PRYAF facility in advance of the beginning time stated on the rental agreement and must all have been vacated from the building by the end of the rental time on your application and agreement for facility use. Otherwise, rental and staffing charges and overtime calculations will begin once the first person or equipment enters the PRYAF facility and continue until the building has been properly vacated. All personal belongings, equipment, decorations, sets and all items associated with RENTER’s event must be removed from the PRYAF facility by the end of RENTER’s rental period. No items may remain overnight for pick up the next day without rental of the PRYAF facility for the following day at full rental rate unless predetermined in special terms in the application and agreement for facility use.

## ACCIDENT/INCIDENT REPORTING

**INCIDENT REPORTING POLICY** – In the event that any injured individual cannot safely exit the building under his or her own power, the RENTER will notify first responders to evaluate and assist said patron. Any accidents/incidents occurring while the general public is in the building or on PRYAF premises must be immediately reported to the PRYAF employee staffing the event using the attached Incident Form. The RENTER; and if applicable, the injured party will complete a Confidential Incident Report and submit it to the PRYAF Director for processing. Both reports are confidential; a copy of the report should NOT be given to the other party.



## THEATRICAL STAGE

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**LIGHTING AND SOUND** – PRYAF has an in-house theatrical lighting system and concert sound. There will be additional charges for PRYAF staff and this equipment, and it is subject to availability. PRYAF staff or authorized technicians are the only people allowed to operate this equipment. All PRYAF staff time will be charged to RENTER on an hourly basis under the guidelines and rates established by the attached fee schedule. RENTER's event is required to use facility's in-house equipment with fees, as described in the rental agreement. Any sound, lighting or video equipment required for your event beyond that available in-house can be discussed at the event meeting. RENTER will only be allowed the use of PRYAF equipment that was requested in advance as part of your rental application and agreement for facility use. All tech needs to be discussed with PRYAF and the Operations Technician at the event meeting.

**SOUND LEVEL** – PRYAF cares about the health and safety of its staff and patrons as well as the safety of our building and enforces a maximum interior sound level policy of 60db during the daytime (7:00 a.m. to 10:00 p.m.) and 55db during the nighttime (10:00 p.m. to 7:00 a.m.), recorded at the house mix position. The forgoing notwithstanding, PRYAF staff alone shall determine what constitutes a safe sound level. RENTER is responsible for notifying their sound providers or technicians of this policy if they are not PRYAF staff members. PRYAF staff reserves the ultimate right to decide safe sound levels and to enforce this policy. Should RENTER not cooperate to lower volumes deemed unsafe, PRYAF will cut power to the sound system and cancel the performance without refund to RENTER.

**STAGE FLOOR** – At no time may RENTER or RENTER's signing officer drill, screw, glue or nail sets, props or equipment into the stage floor (or any other portion) of PRYAF. Flooring and props need to be discussed at a meeting with the PRYAF Director. Gaff tape is allowed.

**RIGHT TO PHOTOGRAPH** – PRYAF reserves the right to take still photography of RENTER's event exclusively for promoting the rental of the facility. Such photography will be taken in such a manner as not to detract from RENTER's event or the audience's enjoyment. It is RENTER's responsibility to notify all artists and performers that photography of their performance may be taken by the PRYAF facility. This will be discussed with RENTER prior to the event at the Event Meeting.

## PUBLICITY & MARKETING POLICIES

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**ADVERTISING** – rental agreement & Security Deposit REQUIRED TO ADVERTISE. No event taking place at PRYAF may be announced, publicized or advertised in any manner what-so-ever (including "save the date" announcements) until a fully executed application and agreement for facility use, full Security Deposit, and proof of insurance is received. Use of PRYAF name, logo and likeness in any unauthorized marketing is an infringement of trademark law and subject to strong state and Federal penalties. PRYAF reserves the right to review and approve, in advance, the content and design of all advertising and promotional materials that refer to PRYAF or any event held here.

**USE OF NAME & LOGO** – The PRYAF name, logo and likeness are trademarks and may never be used without permission. Only PRYAF's full name (Paso Robles Youth Arts Foundation) may be used in connection with an event that has been confirmed to be held at PRYAF. That means a signed rental agreement and full Security Deposit must have been received prior to any advertising bearing PRYAF's name being released.

**SPONSORS & ON-SITE ADVERTISING** – PRYAF reserves the right to approve any sponsor recognition and to refuse clients sponsorships if such sponsorships conflict with PRYAF's sponsor relationships or are deemed inappropriate or incompatible with the PRYAF's standards or programming. Further, PRYAF reserves the right to view and approve, in advance, any advertising material to be displayed or distributed on PRYAF property.

## RIGHTS, ROYALTIES & COPYRIGHTS

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**Rights, Royalties, & Copyrights** – RENTER warrants that any artist performing in their event is an authorized registrant, owner or legal user by virtue of use or operation of the name under which it is performing. RENTER also warrants that, with regard to all copyrighted materials to be performed, they have been duly licensed or otherwise authorized by the copyright owners or their authorized signing officer to perform such materials. RENTER shall indemnify and hold harmless PRYAF facility, its officers, agents and employees from and against any and all claims, demands, actions, costs or liability based upon or arising out of RENTER or artist's false, deceptive or misleading claims of an affiliation or connection between itself and a "recording group" or "copyright holder" as defined by law and RENTER or artist's failure to secure all licenses or authorizations for any and all

copyrighted works performed by ARTIST during the engagement. It is RENTER or artist's responsibility to secure rights, pay royalties and clear all copyright issues with their respective holders for all material presented to the public in connection with their production. This includes public exhibition rights to any television or motion picture material shown, ASCAP/BMI or other royalties for any music used (including pre-show & post-show recordings played), royalties on any scripts or other materials used and clearance for use for any material held under copyright. The PRYAF facility may request proof of same at any time and event will be cancelled without refund for failure to provide such documentation.

## **TICKET SALES**

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**BOX OFFICE DISCLOSURE** – PRYAF **does not** maintain its own box office operations for events held at PRYAF.

**TICKET SALES**– No tickets for an event can be advertised or sold without a signed rental agreement and certificate of insurance and fully paid Security Deposit. RENTER or RENTER's organization or outside service providers may not sell tickets for any event at PRYAF without prior written consent from PRYAF Directors.

**DISABLED SEATING** – Wheelchairs take up the space of two seats but RENTER is required to only charge for one ticket.

**TICKET REFUNDS** – The RENTER is responsible for any service fees or other costs refunded to ticket purchaser.

**MERCHANDISE SALES** – PRYAF will allow the program or artist's merchandising to be sold; such as t-shirts, records, tapes, CD's and souvenirs. RENTER is required to provide their own sales representative and bank for sales. Renter is required to abide by all California tax and resale laws. PRYAF will provide tables & chairs if requested in advance at Event Meeting.

**USHERS & SUPERVISION** – For all events, RENTER must provide ushers and ticket takers. PRYAF may require a proper number of ushers based on the anticipated attendance and type of seating. For all events, a RENTER Representative is required.

**PATRON PARKING** – PRYAF has limited availability of parking. RENTER is responsible for securing additional parking and transportation for performers, guests, and RENTER support staff abiding by all public parking city codes and rules. The parking lot behind the PRYAF facility consists of one handicapped parking space and twenty regular parking spaces. There is additional street parking in the surrounding area. Please direct your personnel to use these resources. A fire lane must be maintained at all times. It is the RENTER's responsibility to inform their employees, subcontractors and guests of this policy. PRYAF assumes no liability for any vehicle.

**PROHIBITED DECORATIONS** – The following decorations are specifically prohibited from the theatre building: confetti (static and cannons), glitter, stickers, spray paint, and liquid paint. Additionally, only approved methods may be used to affix signs, decorations, or other objects to any surface, seat or fixture within the PRYAF facility. Failure to use approved methods will subject your event to the cost of repairs for damages. The RENTER is responsible for picking up all decorations at the end of the event. The RENTER must submit a decorating plan and obtain approval of all decorations from the PRYAF Directors in advance of the event. No tape (except gaff tape), staples, holes or nails will be permitted. Any costs associated with a violation of these rules (such as cleaning up confetti or retrieving helium balloons from the ceiling) will be charged to RENTER at \$30 an hour or contractors hourly rate.