

**24<sup>th</sup> Street Theater**  
(916) 452-3005  
Sierra Curtis Neighborhood Association  
2791 24<sup>th</sup> St.  
Sacramento, CA 95818

## Terms & Conditions and Rules of Usage

### TERMS & CONDITIONS

#### Daily rate:

- \$420 for nonprofits; \$600 for others.
- A \$500 reservation deposit and signed contract are required to hold and or secure reservation.
- Deposit is nonrefundable for cancellations received less than 90 days prior. Cancellations must be made in writing.
- The daily rental rate payment for total days reserved must be made 60 days prior to reserved date(s). Non payment of rents by the 60<sup>th</sup> day will result in the forfeiture of your date(s).
- **Please do not wait to be contacted; payment is your responsibility.**

#### Weekly rate:

- \$1,650 for nonprofits; \$2,300 for for-profits.
- A \$500 reservation deposit and signed contract are required to hold and or secure reservation.
- The \$500 reservation deposit is nonrefundable if reservation is cancelled less than 90 days before reserved dates. Cancellations must be made in writing.
- **Please do not wait to be contacted; payment is your responsibility.**
- Weekly rate refers to a period of seven consecutive days. Exact hour of arrival and departure determined at time of reservation.
- The weekly rate is intended to encompass the portions of a seven-day consecutive period, inclusive of rehearsal time and use of space to store props and sets between shows.
- Weekly rates will be prorated if seven consecutive days are not available due to holidays or other bookings.

#### Threshold for triggering weekly rate:

- Group wishes to retain props/sets/lights/sound system on the premises between shows; the theater will not be rented to any other users during this time.

#### Hourly rates:

- \$75 for non-profit and for-profit groups
- Current activity room rates apply for hourly room rentals

#### Challenge/Hold Policies

At the Sierra 2 Center, we make every effort to provide you with the specific dates you need for renting the 24<sup>th</sup> St. Theatre. The following policies and procedures governing how we “*hold*”, “*challenge*” and “*cancel*” dates applies to theatre renters.

#### Holding Dates

We will place a “*hold*” on any date requested provided that there is not already a signed rental agreement with another customer for that date. All holds require a deposit to be on file. Groups with multiple holds must keep their full deposit on file at all times. If you are the first to request a hold for a specific date, you will have the “*first hold*” on that date. You are given first right of refusal so that we will not sell the

date to another customer. **Dates will be released 60 days prior to the date of the event if full payment and completed paperwork has not been received by that time.**

### **Challenges**

All holds are non-binding and open to challenge. In the event that someone challenges a hold, the challenged will be required to either release their hold or confirm your dates within 48 hours (excluding weekends and holidays). If your “*hold*” is challenged we will call/email you at the contact numbers you have provided. You will be given 48 hours to respond. If you have not responded within 48 hours, we will release your hold to the challenger, it is not our responsibility to make numerous attempts to contact you. It is your responsibility to ensure that we have current contact information. **If the challenged confirms their hold, then cancels any time later, the challenged loses their deposit.** If the challenger wins the date, they will be required to pay the deposit and complete all paperwork within 24 hours (excluding weekends and holidays).

### **Confirmation**

When you confirm a “*hold*”, you will be required to complete all paperwork within 48 hours (excluding weekends and holidays) and pay the balance within 60 days from your date. Once a date is confirmed it is no longer open to challenge or cancellation.

### **Cancellations**

Any date cancelled less than 90 days from the date, will result in the loss of the deposit. For multiple holds, the deposit will need to be replenished within 5 business days in order to continue holding other dates.

### **Access to Theater**

Theater availability is during the following times:

- ✓ Monday – Thursday: 8:00 a.m. – 10:00 p.m.
- ✓ Friday and Saturday: 8:00 a.m. – 11:00 p.m.
- ✓ Sunday: 9:00 a.m. – 4:00 p.m.
- Arrangements for using the theater beyond the above times may be made at the discretion of the SCNA staff. An additional \$45/hour fee will be charged to cover the cost of extended operation of the building and staff overtime.
- Theater renter’s check-in time will be determined prior to load-in with the Theater Manager. **If renter does not check in at the pre-arranged time, renter will be charged an additional late fee of \$30/hour for staff time after the first 30 minutes.**

### **Parking**

**Please notify theater staff and patrons that parking is prohibited on the West side of 24<sup>th</sup> St without a City parking permit designated for this area and is 2 hours on the East side. The Center has two free parking lots: 1) Castro Way lot which is open nights and weekends and 2) 4<sup>th</sup> Ave lot which is open during business hours. Please encourage all patrons to observe parking signs on the surrounding streets. The Sierra 2 Center will not be held responsible for parking tickets.**

### **Casts of 20 or more Adults**

Casts with more than 20 or more adults that will not fit into the dressing rooms must also rent the Garden Room or another available room at the published rate during show and rehearsal time unless other arrangements can be guaranteed by the rental group to keep the inside hallway free and clear of people.

### **Casts of 20 or more Children**

Casts with 20 or more children that will not fit into the dressing rooms must also rent the Garden Room or another available room at the published rate during show and rehearsal time unless other arrangements can be guaranteed by the rental group to keep the inside hallway free and clear of children and parents. Theater renters shall show consideration and respect for Sierra 2 tenants and renters of other activity spaces. Children must be supervised by adults at all times and not allowed to run, talk loudly or roam the

building unaccompanied by an adult. **If it is necessary for Sierra 2 to refund rental fees to other rental groups due to excessive noise and unruly behavior on behalf of theater renter, the theatre rental group will be billed for the cost of the refund.**

### **Rehearsal and “Day of Rehearsal” Rental Policy**

For groups who are renting the theatre and need rehearsal time, the hourly theater rehearsal rate or current room rental rates will apply. If the theater is rented for rehearsal, props and costumes may not be left in the theater or dressing rooms unless the following day has also been reserved.

### **Consequences for Damage**

Renter shall be fully liable for damage to any part of the facility or equipment. The amount of repair or cleaning costs will be deducted from the security/cleaning deposit; if not covered in their entirety by the deposit, collection efforts for additional money owed will ensue.

### **Cooperation with Building Staff**

Theater renters are expected to extend their full cooperation with Sierra 2 Center staff, especially the Facility Monitor on duty at the time theater is in use.

### **Consideration for Building Users**

Theater renters shall show consideration and respect for Sierra 2 tenants and renters of other activity spaces. **Excessive noise or unruly behavior may result in additional rental fees incurred at the discretion of Sierra 2 management.**

### **Certificate of Insurance**

Renter shall, at its own expense, maintain in effect during its rental, public liability insurance and property damage insurance insuring the Sierra Curtis Neighborhood Association against loss of liability caused by, connected with or arising from renter’s occupation and use of the theater. This insurance shall be maintained in amounts not less than \$1 million for injury to or death of any one person as a result of any one accident, incident or occurrence. Renter shall, no less than 10 days prior to its rental period, deliver to the Sierra 2 Center office an “Additional Insured Endorsement” verifying the existence of the coverage required herein. No modification of this requirement negotiated by renter and Sierra Curtis Neighborhood Association will be enforceable unless set forth in writing and attached to this agreement.

- **Certificate of Insurance must be on file in the Sierra 2 office at least two weeks in advance of load-in. If a certificate of insurance is not on file on the day of load-in, the event will be cancelled and only the deposit will be refunded.**
- **If renter does not have an insurance carrier, SCNA recommends purchasing a certificate from the following:**  
Sacramento City Risk Management  
Special Events Insurance  
Contact: Deb Patterson at 808-5556

### **Rental Agreement Nontransferable**

This rental agreement is for a specific show or artist. It is not assignable and may not be transferred to any individual or organization under and circumstances. The rental agreement is valid only for the purposes stated in this rental agreement and may be revoked at any time by the Sierra Curtis Neighborhood Association.

### **Hold Harmless**

Renter shall indemnify and hold Sierra Curtis Neighborhood Association harmless from and against any and all liability to third parties arising out of renter’s occupation and use of the theater, specifically including, without limitation, any claim, liability, loss or damage arising by reason of the death or injury of any person or persons, including renter or any person who is an employee or agent of renter, or by

reason of the damage to or destruction of any property, including property owned by renter or any person who is an employee or agent of renter, and caused or allegedly caused by either the condition of the premises rented, or some act or omission of renter or of some agent, contractor or employee of renter, or by renter's failure to perform any provision of this agreement. **At the time of check-in, theater renter will be responsible for completing the Waiver of Liability. All theater staff, including volunteers, must sign Waiver prior to working in the theater.**

### **Pre-Production Meeting**

A pre-production meeting is required at least two weeks prior to rental date. Renter will complete all paper work, discuss set design and technical requirements at this meeting. Renter will meet with the theater manager, technician or other technical staff.

### **Technician Releases and Approval**

- Approval must be given for technician at least two weeks prior to load-in.
- Ladder and lift releases must be on file for technicians at least two weeks prior to load-in.
- No technicians under the age of 18 years of age are allowed to operate 24<sup>th</sup> Street Theatre equipment.

## **RULES OF USAGE**

### **Food or Drink**

No food or drinks, other than bottled water, are allowed inside the theater or hallway. It is the responsibility of the theater rental group to enforce this and communicate this to your performers and audience. If the carpet, seats or drapes are damaged due to spillage, the theatre rental group will billed for the cost of cleaning or repairs at a cost to be determined by prevailing industry prices.

### **Alcohol**

Alcohol is strictly prohibited on the premises of the 24<sup>th</sup> Street Theatre. The theater renter is responsible for preventing consumption of alcoholic beverages and drugs. **If either is present, theater renter will be held liable for any and all consequences as a result of patron's use of either.**

### **Excessive Noise**

Noise levels shall be kept to those which cannot be heard outside theater walls. **Excessive noise or unruly behavior may result in additional rental fees incurred at the discretion of Sierra 2 management.**

### **Smoking**

Smoking is not permitted anywhere in the theater or Sierra 2 Center.

### **Open Flames, Pyrotechnics or Fog Machine**

Under no circumstances shall theater renter, or patrons, have or use open flames, candles, fog machines or pyrotechnics of any kind in the theater. If the fire alarm is activated due to their illegal use, renter will pay all fees associated with the alarm call.

### **Confetti Guns and Glitter**

The use of confetti guns is strictly prohibited. Please use discretion with the use of glitter on costumes and props.

### **Equipment Brought Into the Space for a Show**

It is the responsibility of the theater renter to turn off all electrical equipment being left in the theater after a show. Equipment left on is a fire hazard. Failure to comply will result in a \$25 fine per offense.

### **The Lobby of the 24th Street Theatre**

- Cooking in the lobby is prohibited

- Securing materials to the walls of the lobby is strictly prohibited. Bulletins boards are provided for all lobby displays

## **The House of the 24<sup>th</sup> Street Theatre**

### **Walls**

Leaning items against the walls in the house of the 24th Street Theatre is prohibited. Examples include but are not limited to: scenery, ladders, pieces of wood, construction equipment, etc. propped against the walls

### **Seats**

Placing items on the seats of the 24<sup>th</sup> Street Theatre is prohibited; examples include but are not limited to: lighting equipment, saws, hammers, electrical screwdrivers, electrical cords, surge protectors, wood, pieces of scenery, etc.

Failure to comply with the rules may result in the retention of the cleaning/security deposit.

### **Extension Cords**

- All cords will be of a heavy-duty type, 12/3 gauge minimum, appropriate for use on stage
- No cords will cross doorways, fire exits or aisles
- All cords will be completely taped down with gaffers tape
- No cords will be taped to the painted walls or other painted surfaces in the theater.

### **HVAC System**

The thermostat is set by Sierra 2 Center staff and may only be changed by them. If the locked box is tampered with, your full deposit will be withheld and future rental opportunities will be jeopardized.

### **Stage**

No scenery, lighting equipment, flats, flying scenery or any other piece of equipment shall be secured to the stage floors, stage walls or fly space without prior arrangement with Sierra 2 technician. If approval is granted, the 24<sup>th</sup> St Theatre Technician must be present during the installation of all equipment.

Repairs made after the removal of the installed equipment shall be the sole responsibility of the theater rental group as part of their strike. If the repairs are not completed as part of the strike the renter will be responsible for the cost of the repairs. If the damage is extensive, SCNA staff, or an outside expert, will repair the damage at the expense of the theater renter. Failure to comply will result in retention of the security/cleaning deposit. If damage is extensive SCNA will refuse any future bookings of the 24<sup>th</sup> Street Theatre to the renter at fault.

### **Tape**

- Duct tape is never to be used anywhere in the theater. The use of duct tape may result in retention of the security/cleaning deposit.
- Gaffers tape is the only type of tape allowed on the stage floor or walls.

### **Painting**

- Painting on the stage of the 24th Street Theatre is prohibited without prior arrangement with SCNA/24th Street Theatre staff.

Tarps must be used if approval for painting on the stage is granted. Any damage and repair fees must be paid for by renter. If stage curtains have to be replaced or cleaned the responsible theater rental group will be billed and the cleaning/security deposit will be retained.

### **Drapes and Cyc:**

Sierra 2 has spent thousands of dollars for stage drapes and the Cyclorama. It is imperative that these remain in good condition. Therefore, the following rules must be strictly followed to ensure their preservation. If approval is granted for modification of the location or installation of the stage drapes or cyc, all such modifications must be scheduled and directly supervised by the 24<sup>th</sup> Theater Technician.

**Renter will pay for repair or replacement of any damaged stage drape or cyc at a cost to be determined by prevailing industry prices.**

*NOTE: The items referred to in this rider include the black front curtain, the two sets of black legs (four total) on each side of the stage, the two black borders hanging above the stage, the black traveler curtain hanging upstage, as well as the blue cyclorama drop hanging upstage. If there are any questions as to the items referred to in this rider, it is the renter's responsibility to ask the Theater Manager for clarification.*

1. Do not attach any part of the stage drapes or cyc to any scenery, prop, or other object using tape, staples, pins, clips, rope, string, clamps or any other attachment device.
2. Do not attach any items whatsoever to any part of the stage drapes or cyc, using tape, staples, pins, clips, rope, string, clamps or any other attachment device.
3. Do not tie back, pin up or otherwise alter any of the stage drapes or cyc.
4. Do not remove or relocate any of the stage drapes or cyc without the direct permission of the Sierra 2 Theater Manager and Executive Director.
5. There is to be no painting on stage whatsoever. Any scenery or prop brought in by the rental group must be painted at another location and fully dry when installed on stage.
6. All lighting instruments, whether on the battens above the stage, or installed on light trees or on the floor, must be installed AT LEAST 12 inches from any stage drape and the cyc, and should not be focused directly on any of the stage drapes at close range.

### **24<sup>th</sup> Street Theatre Booth**

- The sound rack in the booth is not to be moved or reconfigured in any way
- The light board is not to be moved
- All light designers and sound technicians must have pre-approval before being admitted to the booth
- Repairs to the 24<sup>th</sup> Street Theatre sound and light equipment are prohibited. If a piece of equipment is inoperable, report to the office immediately. Failure to comply will result in retention of the security deposit and possible billing for replacement cost of the equipment
- No electrical tie-ins are permitted without permission and must be accomplished by the Center's licensed electrician. A written request must be submitted at least 2 weeks prior to load-in.

### **Prop and Set Construction**

#### **ABSOLUTELY NO PROP OR SET CONSTRUCTION IS ALLOWED IN THE HOUSE**

No set construction is allowed on the premises of Sierra 2 without prior arrangement with SCNA/24<sup>th</sup> Theatre staff.

- The stage of the 24th Street Theatre may be used for set construction with prior permission from SCNA/24th Street Theatre staff.
- Clean-up of construction areas is the sole responsibility of the theater rental group
- Saw dust, pieces of plywood, paint cans, wood scraps, etc must be cleaned up by the theater rental group on a daily basis
- All construction must be cleaned up before the next opening of Sierra 2
- All extra material from construction must be removed from the premises

Failure to comply with set construction rules will result in the retention of the cleaning/security deposit.

### **Painting Props and Sets**

#### **ABSOLUTELY NO PAINTING OF PROPS OR SETS IS ALLOWED IN THE HOUSE.**

Painting set pieces on the stage of the 24th Street Theatre is prohibited without prior arrangement with SCNA/24th Street Theatre staff

- Painting on the Sierra 2 premises is permitted in designated areas and with prior arrangement from the SCNA/24th Street Theater staff
- Clean-up of painting area is the sole responsibility of the theater rental group
- Cleaning of painting supplies is prohibited in the Sierra 2 restrooms
- Cleaning of painting supplies is allowed in the janitor closet sink only
- The painting area must be cleaned before the next opening of Sierra 2

Failure to comply with painting rules will result in the retention of the cleaning/security deposit.

### **OBSTRUCTIONS:**

In accordance with California fire codes 1028.2 and 1028.3, no portions of the entries, passages, vestibules, halls or ways of access to the theatre will be obstructed by the renter, or caused or permitted to be used for any purpose other than ingress and egress to and from the theatre. The doors, stairways or openings that reflect or admit light into any portion of the theatre, including hallways, corridors and passageways, and house lighting fixtures, will in no way be obstructed by the renter. This includes stage equipment, props, costumes, chairs and tables. Fire exits and aisles in the seating area of the theatre must be kept clear of obstructions at all times. No equipment may be set up in the aisles (eg. video cameras).

### **Hallway Area**

The hallway outside the office and theater may be not be used for props, scenery or furniture.

During the run of a show it is expected that all items from the show will be housed in the theater. Large items will be stored on the stage between shows. Tables will be provided for smaller items to be stored in the house. Theater will remain locked and restricted from persons other than SCNA staff during the rental period.

### **Sierra 2 Office Hallway**

If renter needs an area for mic packs, small props, costumes or hospitality, the Sierra 2 office has a small hallway with two drop down shelves that may be used. This space is only available for use after office business hours. Please see office staff to reserve the use of this space. The Facility Monitor will unlock the hallway door, next to the main office door, at the time the space is required.

### **Damaged Items**

If any of the equipment, lighting equipment, stage, furnishings, windows, doors, aisle lights, air conditioning, heat, etc. in the theater is not functioning properly, or gets damaged during the run of your show, please let Sierra 2 staff know immediately. Failure to comply with reporting damage will result in the retention of the cleaning/security deposit.

### **SAFETY**

Aisle lights provided must be on at all times. If any of the lights are out, please notify the Sierra 2 Center office as soon as possible.

**If an accident happens in the theater, call 911 immediately and notify SCNA staff. If the office is closed call the Facility Monitor at 812-4939.**

### **Emergency Exit Announcement**

Bill # AB1194 took affect in 2006 and requires any person, public or private firm, organization, or corporation, that owns, rents, leases or manages a facility that hosts a ticketed event for live

entertainment shall make an announcement of the availability of emergency exits prior to the beginning of the live entertainment. Failure to comply is a misdemeanor. Before your show or presentation, you must announce the following: “please take a moment to look around for the nearest available emergency exit.” This part of the announcement could be tacked on to the usual welcome and please turn off cell phone announcement.

### **Fire Extinguishers**

Fire extinguishers are located in the lobby, the booth, the rear of the house, in each dressing room and on stage left and stage right. Fire exits are located at the front of the house, house right through the main building, house left up the stairs and off stage right. Fire exits are also located house left and right to the lobby and out the front doors.

### **In the Event of a Fire**

If the fire is small, please use one of the fire extinguishers to extinguish. If the fire alarm is tripped raise house lights and switch off dimmers. Make the following announcement: **Ladies and Gentleman, the show is unable to continue at this time. Please leave the building immediately as directed by staff.**

Make sure that all patrons and actors have evacuated the theater. Wait for the fire department to advise. No one will be allowed to re-enter unless told to do so by the Fire Department. Call the Facility Monitor.

## **STRIKE**

### **Dressing Rooms**

- Dressing rooms must be left empty except for the chairs and garbage receptacles provided

### **Stage**

- The stage is to be swept of all debris.
- All props, scenery or anything else brought in must be removed by the theater company.

### **Drapes**

- If permission was given to alter the stage drapes or cyc. they must be returned to their original placement.

### **The House**

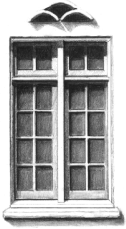
- All equipment brought in, i.e., cords, tape, etc. are to be removed

### **The Lobby**

- Displays on the bulletin boards must be removed.
- All staples, tape, push pins and anything else used to secure displays must be removed from the bulletin boards.
- Anything brought into the lobby by the theater company is to be removed.

### **The Light/Sound Booth**

- Anything brought into the booth by the theater company must be removed.
- **The basic plot must be restored for the next theater renter. If renter does not return the light plot to the previous basic setting, all charges incurred for the 24<sup>th</sup> St. Theatre theater technician to do so will be paid for by the renter.**



**24<sup>th</sup> Street Theatre**  
 Sierra Curtis Neighborhood Association  
 2791 24<sup>th</sup> St.  
 Sacramento, CA 95818

I, the undersigned, have read the 24<sup>th</sup> St Theatre Terms & Conditions and Rules of Usage for rental of the theatre and agree to abide and ensure that all participants in the production abide.

I also understand that, upon signing my agreement, I and/or my organization, are responsible for any and all persons from my organization violating any of the rules and regulations as outlined.

The undersigned recognizes that the 24th Street Theater, Sierra 2 Center and Sierra Curtis Neighborhood Association/SCNA has not undertaken any duty or responsibility for his or her safety and the undersigned agrees to assume full responsibility for all risk of bodily injury, death, disability, and property damage as a result of participating in the named theater event from through and including . The undersigned recognizes that these risks include any and all duties assumed as director, producer, coordinator, stage manager, production assistant, stagehand, costume or set designer and/or builder, lighting or audio technical staff, usher, lobby decorator, musician or actor.

By my signature, I hereby state that I understand the risks involved in participating in this theater event and willingly and voluntarily accept these risks. By my signature, I hereby surrender any rights to seek reimbursement from SCNA, Sierra 2 Center or the 24th Street Theater and its directors, officers, employees, volunteers and other agents for injury sustained and liability incurred during my participation in the event listed below. By my signature, I further understand and agree that this release and assumption of risk is to be binding on my staff, volunteers, heirs, executors, administrators and assigns. I warrant that I am not relying on any oral representations, statements or inducement apart from statements made on this form.

The undersigned warrants by his/her signature that he/she has the authority to bind the organization he/she purports to represent.

Name of Rental Organization: \_\_\_\_\_

Agent/Contact Name: \_\_\_\_\_

Agent/Contact Signature: \_\_\_\_\_

Rental date(s): \_\_\_\_\_

*Users shall not incur indebtedness on behalf of the City of Sacramento or SCNA, their officers or agents. This contract shall not give rise to any partnership or joint venture relationship between the contract holder and SCNA. This contract is not transferable to any individual or organization. This contract is valid only for the purpose stated in this agreement and may be revoked at any time by SCNA. Should any of the terms of this contract be violated, SCNA, a California nonprofit public benefit corporation, does not waive any rights they may have in law or in equity against any individuals or entities. Should any legal action arise from this contract, reasonable attorney fees and costs shall be awarded to the prevailing party. Renter shall indemnify and hold SCNA harmless from and against any and all liability arising out of renter's occupation and use of a rental room or theater.*