



User Guide

Note: The District reserves the right to change any part of this User Guide at any time without notice. User Agreement will be based on the version of the User Guide, or portion therein, in effect at the time the initial deposit is received by the district and the Agreement is fully executed for an event.

INTRODUCTION

The Newhall School District (District) is pleased that you are considering the Newhall Family Theatre for the Performing Arts (Theatre) for your event. This User Guide provides basic information about the use of the Theatre by Organizations (User) other than the District. Once you have had the opportunity to review this User Guide, please call the Theatre Manager with any questions you may have.

Use of all District facilities is governed by California Education Code Section 38134 and District Governing Board Policy 1330. User classification and definition can be found included in this User Guide.

Initially opening its doors in 1941, the Newhall Auditorium stood as a meeting place and entertainment venue for the Santa Clarita community for nearly 30 years. With the continued growth in the Newhall area, the school district was forced to close the doors on the auditorium to ensure state funding for additional schools. In 2011, 70 years after the auditorium first opened, the Newhall School District was able to secure funding to not only upgrade and build more classrooms, but also to renovate the auditorium. Shortly after, the construction process to breathe life back into the once crown jewel for the Newhall School District and the surrounding community began.

The Newhall Family Theatre for the Performing Arts offers seating for 525 people, two dressing rooms, theatre lobby, as well as an open courtyard. Details about the size of the stage and equipment in the theatre is available by request from the Theatre Manager.

RENTAL APPLICATION/APPROVAL PROCESS

Engagement Date

User should contact the Theatre Manager as soon as its group has determined a preliminary date for the event. Always be prepared to have alternate dates available should your primary date be unavailable.

Rental Application Process

User must complete and submit a Theatre Facilities Use Application form (Application) and the non-refundable application fee of \$25.00 for one-day use and \$100.00 for multi-day use to the Theatre Manager not less than thirty (30) working days prior to the date of the activity. Events requiring multiple days of use will require longer lead times to accommodate. The Application is located in the Appendix. Please make check payable to the Newhall School District.

Steps In Reserving The Facility

1. Review this User Guide thoroughly. It contains most of the information needed to consider whether the Newhall Family Theatre is the right place for the type of event being planned. It also contains information needed to plan User's event prior to completion of an Application.
2. The "User Classification and Definition – Civic Center Use of District Facilities Policy" will assist User in determining under which category of use User's organization will be considered for use of the theatre.
3. Contact the Theatre Manager to see if the desired date(s) are available.
4. Complete an Application and mail it with the appropriate non-refundable Application fee to the Theatre Manager. Include any accompanying materials required and any other pertinent User organization information:
Theatre Manager
Newhall Family Theatre for the Performing Arts
Newhall Elementary School
24607 Walnut Street
Newhall, CA 913521
5. The Theatre Manager will contact User to confirm receipt of Application and materials.
6. A Theatre Estimated Cost of Engagement (Estimate) form will be prepared and sent to User for review. Preparation of the Estimate requires a fully completed Application **including all technical details and requirements for the User's production**. User dates will remain on hold while the Theatre Manager develops the Estimate.
7. User will have five (5) business days following District's mailing of the Estimate to notify the Theatre Manager of acceptance. If the Theatre Manager is not notified by the User within the given timeframe, the dates will be released and the non-refundable Application fee will be forfeited.
8. If the Estimate is acceptable and User decides to go forward, a Theatre Facilities Use Agreement (Agreement) will be prepared for User signature. User will have seven (7)

business days following District's mailing date of the Agreement to return the signed Agreement with a check payable to the Newhall School District for the amount of the initial 25% deposit as stated on the front page of the Agreement.

Other Information About the Reservation Process

A short tour of the building to determine whether the Theatre is right for User's event can be arranged by contacting the Theatre Manager's office at 661-291-4016.

NOTE: Completion of the Application requires that User has completed a substantial amount of advance planning for its event. It is recommended that User share the Application form and this user Guide with its technical staff and other members of its organization who are working on the planning of User's event so User is prepared to complete the Application during the courtesy hold period. User's request cannot move forward to the Estimate and final reservation phase if the Application is incomplete and all technical details and requirements are not provided. Lack of such information could result in User's date(s) being released.

The application/approval process has been developed to help User move forward as quickly as possible. District will make every effort to respond promptly to requests for additional information and complete its portion of the reservation process. If circumstances within the District result in a delay, User's date(s) will remain on hold until the Estimate and/or Agreement is provided to the User by the Theatre Manager.

Priority of Date Availability

Priority of date availability is as follows:

1. Newhall Elementary School instructional engagements and other District related programs and activities
2. Contracted User, City of Santa Clarita including its designated users
3. Other Contracted Users
4. Community organizations whose primary purpose is to serve youth or to improve the general welfare of the community and when no admission is charged, e.g., Boy/Girl Scouts, YMCA, YWCA, etc.
5. All other Users

Users may file a request for dates nine (9) months in advance of the date being requested, however District will not begin considering User dates until the academic calendar for that period is finalized. If more than one User applies for the same date, priority will be given to the User, with the higher priority from the above listing, who files a fully-completed Application with non-refundable application fee first. NSD programs are set based on the needs of the academic calendar. NSD makes every effort to set its calendar as early as possible.

Approval Process

Once the NSD academic calendar is finalized, acceptance or rejection of a User's request will be based upon availability subject to dates held for academic programming or other contractual obligations.

Additional considerations affecting approval of Application will be based on District's previous rental experience with a User. Future requests for use of District facilities may be limited or denied if User during a previous use:

1. Failed to adhere to District's policies, rules, regulations and applicable laws, and/or;
2. Failed to make timely payments/settlements or issued a check that was not honored.

User's execution of the Agreement issued by the Theatre Manager and payment to Theatre Manager of User's deposit will confirm the User's reservation of the date(s) for the Theatre.

Meetings/Tours for User Staff

To help User facilitate the production planning process, the following will be provided at no charge to User:

1. 15-minute, Pre-Application Tour for determination of use of Theatre.
2. 45-minute meeting with Theatre Manager to review technical needs of the engagement after completion and submission of Application by User.
3. 30-minute meeting with Theatre Manager to review Estimate and Agreement.
4. 45-minute meeting with Theatre Manager one (1) week prior to production
5. 15-minute tour of facility by Theatre Manager for the purpose of familiarizing User's production team and volunteers with the basic facility layout.

All tours and meetings will be set at a mutually agreed upon time. To best facilitate these meetings, User will please:

1. Make your meeting request with as much advance notice as possible.
2. Be sure that all of your team involved in decision-making can be present from the beginning through the end of the meeting.
3. Review this User Guide and the Technical Specifications for the theatre carefully. Distribute them for review to your staff and volunteers who may have questions about the building, technical capabilities or types of use.
4. Have all of your questions ready. If you are able to submit a list of questions in advance, the Theatre Manager will make every effort to have the answers for you when you arrive at the meeting.

DEPOSITS/PAYMENT/STRUCTURE/SETTLEMENT

Deposits/Fees

Deposits/Fees are required as follows:

1. A non-refundable fee of \$25.00 for a one-day rental and \$100.00 for a multi-day rental will accompany Application.
2. Twenty-five Percent (25%) of the estimated costs is due upon User's signing and submission of the Agreement to the Theatre Manager.
3. The remaining Seventy-Five Percent (75%) of the estimated costs is due no later than 10 business days prior to the first date of the engagement.

All deposits must be received by the District prior to User's use of the Theatre. The District reserves the right, at its sole discretion, to adjust the above deposit timeline.

Method of Payment

Payments may be made with a cashier's check or a business check made payable to the Newhall School District. A personal check will not be accepted.

In the event of a returned check, a fifteen dollar (\$15.00) returned check fee will be assessed in addition to any bank fees incurred by the District. The replacement check, in the form of a cashier's check, including the \$15.00 fee and bank fees will be due within two (2) business days of notification to the User by District. Any and all future payments from the User must be in the form of a cashier's check. Failure to submit a replacement check in the time frame required will result in cancellation of the engagement by the District.

Event Settlement

A Settlement Statement will include costs incurred by the District on behalf of the User. These costs may include, but not be limited to:

- Salaries of District staff involved in pre-production, planning and accounting for the engagement.
- Payments to production personnel contracted for the event.
- Irrevocable, contracted future expenses, e.g., rental of specific equipment.
- Any other chargeable expenses based on the User's category.

The Theatre Manager will prepare a Settlement Statement which will include, but not be limited to, the total costs of the User's engagement, all deposits made by User in connection with engagement.

In the event the deposit(s) and revenue covers the direct costs, including direct costs, charged/incurred by the District and there is an unused balance, such balance will be reflected on the Settlement Statement. District will make the appropriate payment within

ten (10) business days after District's receipt of user's written acceptance of Settlement Statement.

In the event the deposit(s) and revenues do not cover the total costs, including direct costs, charged/incurred by the District, User will be invoiced for the difference between the deposit and revenue amounts and the amount of the costs, including direct costs charged/incurred by the District, as reflected on the Settlement Statement. Payment of any costs not covered by the deposit(s) and revenues will be due to the District within ten (10) business days of the date of District mailing Settlement Statement to User.

Refundable Deposit

Deposits (not including the non-refundable Application fee) are fully refundable up to ninety (90) days prior to the date of the first engagement less any direct costs incurred by the District related to the engagement. District will make the appropriate refund within ten (10) business days after User's written acceptance of Settlement Statement.

In the event the deposit does not cover the direct costs incurred by the District, user will be invoiced for the difference between the deposit amount and the amount of the direct costs as reflected on the Settlement Statement. Payment of any costs not covered by the deposit will be due to the District within ten (10) business days of date of District mailing Settlement Statement to User. Direct costs may include any staff time specifically allotted to User above and beyond what is detailed under Meetings/Tours for User Staff.

Non-Refundable Deposit

Deposits are non-refundable when less than ninety (90) days remain prior to date of the first engagement. In the event the deposit does not cover the direct costs incurred by the District, User will be invoiced for the difference between the deposit amount and the amount of the direct costs, such costs will be shown on the Settlement Statement. Payment of any costs not covered by the deposit is due to the District within ten (10) business days of date of District mailing Settlement Statement to user.

Delivery of Payments

All payments by User shall be payable to the Newhall School District and shall be delivered to:

Theatre Manager
Newhall Family Theatre for the Performing Arts
Newhall Elementary School
24607 Walnut Street
Newhall, CA 91321

USE OF FACILITIES

Rental of Newhall Family Theatre

Note: Facility is, at all times, an elementary school. No exclusive use of hallways, restrooms, or classroom space should be assumed.

1. Rental of Theatre includes:
 - a. Theatre Stage
 - b. Theatre Lobby
 - c. Patio between buildings
 - d. Theatre Auditorium Seating
 - e. Ticket Window
 - f. Two Dressing Rooms with adjacent rest rooms
 - g. Tech booth and available equipment subject to approval by the Theatre Manager
2. In the event additional dressing space is desired:

Theatre Manager will arrange with site personnel regarding use of classroom space. The classroom would not be private or lockable and have no running water or bathrooms. There are no dressing tables or mirrors. Theatre Manager will include additional costs for use of classrooms if needed for use.

Hours of Access

Facilities will be available to User only at times specified in the Agreement. Time for rehearsal, decorating, or any other use will be at the prevailing rate.

Deliveries

The loading dock is for scheduled deliveries only. All deliveries should be scheduled with the Theatre Manager and site Principal to ensure safety of any students present.

Minor Children-User Personnel Requirements

In the event minors are participating in the program, the user shall provide adult monitors at a ratio of one (1) per ten (10) minors. All adult monitors will be required to wear District approved identification badgers. The monitors' sole functions are as follows:

1. Escorting minors to and from the stage
2. Monitoring minors in dressing areas
3. Accepting or releasing of minors from/to their parents and guardians
4. Serving as backstage monitors to keep children quiet and behaved while entering or exiting stage

NOTE: Adult monitors cannot be assigned to any other functions during the use of the facility.

No Food or Drink in Auditorium and Backstage

There will be no food or drink (other than plain, unflavored bottled water) allowed in the auditorium or backstage. User shall notify all staff and volunteers, as well as members of the audience, of this policy. Providing food and/or beverages other than bottled, unflavored water requires prior approval of the Theatre Manager.

Other

User Staff Required to be Present During All Rental Periods

To facilitate arrival and departure of User's participants, a designated representative from the User's Organization must be present in the theatre during all periods of rental when User's performers, technical staff or other support staff or volunteers are in the building. The representative selected by the User must have the ability to authorize decisions regarding early arrival, late departure, and all other items that may have a financial impact on the engagement of the User.

Inspection for Damage to District Property

Prior to, and immediately following the event, an authorized representative from both the District and the User shall conduct a visual inspection of the area(s) used to determine existing conditions and to note any damage, unusual "wear and tear," or situations requiring extra labor on the part of the District staff directly attributable to the User. If the premises and/or equipment are found damaged, abused, or overly dirty the User shall be financially responsible for clean-up and rectifying such damage and/or abuse and returning premises and/or equipment to the condition it was at the time it was delivered to User. An additional charge for cleaning and/or repair will be billed to User. Cleaning and/or repair will be coordinated with other facility use and may result in additional surcharges if required on off-hours, weekend, or holidays.

District property must be protected from damage and mistreatment, and ordinary precautions of cleanliness shall be maintained. At the end of the event, User shall be responsible for returning to its proper place any furniture or equipment which has been moved.

Any removal of District fixtures or other damage to the District property including, but not limited to, unbolting, unscrewing, defacing, painting, or other damaging of District facilities is strictly prohibited and may subject User to a fine, repair charges, and/or termination of use of occupancy of District property.

In the event of damage to property or equipment, the User shall notify the Theatre Manager as soon as possible.

Insurance and Waivers

The District requires the following insurance coverages for the use of the Theatre. Certificate(s) of Insurance and required Endorsements are to be obtained at User's expense and are required to be delivered to the Theatre Manager at the same time as the signed Agreement is returned:

- (i) Commercial General Liability Insurance, written on an occurrence basis, with limits of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate and covering, without limitation, bodily injury, property damage, personal and advertising injury, and blanket contractual liability;

If the User is a commercial business, or will be hiring employees (including temporary or leased) in connection to the event held in the Theater, the following policies of insurance are also required:

- (ii) Employer's Liability Insurance with limits of not less than one million dollars (\$1,000,000) per bodily injury by accident or disease.
- (iii) Workers' Compensation Insurance to statutory limits as required by the laws of the State of California and, if any, applicable City requirements; and
- (iv) Accident/Medical Insurance covering any participants and/or volunteers of User not covered under Workers' compensation in an amount not less than twenty-five thousand dollars (\$25,000) per occurrence during User's use of the Theater
- (v) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used by, or on behalf of the User, with a combined single limit for bodily injury and/or property damage of not less than one million dollars (\$1,000,000) per accident.

It is also further agreed and understood that, to the extent appropriate, the policies referenced above shall be endorsed to name the Newhall School District and the Raising the Curtain Foundation; their Board Members, Officers, Agents, and Employees as Additional Insureds under said policies of insurance, and shall be endorsed to waive any right of subrogation the insurer may have against the District and the Raising the Curtain Foundation in connection to claims or losses aid under the policy. Such insurance of the User shall provide thirty (30) days prior written notice of cancellation, shall be primary and non-contributing and all insurers shall be admitted carriers in the State of California and have a Best Rating of "A" or better. Furthermore, all of User's insurance shall contain a waiver of subrogation against all Indemnified Parties as defined below. District reserves the right to request additional insurance, both by type and in policy limits from the User depending on the nature of the Activity taking place in the Newhall Family Theater. Failure by the District to receive said Certificates in accordance herewith 90 days prior to the event will result in the automatic termination of this Agreement and any rights of the User to use the Theatre.

Accident Medical Insurance

User's workers' compensation insurance covers its employees in the event of accident/injury. However, User's volunteers typically are not covered under User's workers' compensation. To protect the District in the event of accident/injury to a volunteer, the District requires a User to obtain Accident Medical Insurance (iii) above.

Waivers

The District requires User's participants to sign a hold harmless waiver to protect the District.

USER CLASSIFICATION

In accordance to California Education Code 38134, “Direct Cost Users” shall be nonprofit organizations or clubs or associations organized to promote youth and school activities, including but not necessarily limited to, any of the following:

- The Girl Scouts
- The Boy Scouts
- Camp Fire USA
- YMCA
- School organizations outside the Newhall School District

“Fair Cost Users” shall be commercial organizations, including but not necessarily limited to, any of the following:

- Private music studios
- Private dance studios
- Outside companies hosting meetings or guest speaker events

**Newhall Family Theatre for the Performing Arts
Direct Cost Users
Fee Schedule**

Building Use

Rehearsal	\$45.00/hour
Performance (Less than 6 hours)	\$450.00 flat rate
Performance (Longer than 6 hours)	\$750.00 flat rate

Custodial Service

Performance (School in session)	\$35.00/hour
Performance (School not in session)	\$70.00/hour

Theatrical Equipment (Charged per engagement)

Projector	\$50.00 flat rate
Wired microphone	\$5.00/mic
Wireless Handheld Microphone	\$10.00/mic
Wireless Body Microphone	\$20.00/mic

Technicians

Backstage Crew	\$15.00/hour
Lighting Technician	\$17.50/hour
Sound Engineer	\$20.00/hour

**Newhall Family Theatre for the Performing Arts
Fair Cost Users
Fee Schedule**

Building Use

Rehearsal	\$75.00/hour
Performance (Less than 6 hours)	\$700.00 flat rate
Performance (Longer than 6 hours)	\$1250.00 flat rate

Custodial Service

Performance (School in session)	\$75.00 flat rate
Performance (School not in session)	\$150.00 flat rate

Theatrical Equipment (Charged per engagement)

Projector	\$100.00 flat rate
Wired microphone	\$15.00/mic
Wireless Handheld Microphone	\$20.00/mic
Wireless Body Microphone	\$30.00/mic

Technicians

Backstage Crew (each)	\$15.00/hour
Lighting Technician	\$17.50/hour
Sound Engineer	\$20.00/hour