

**Movimiento de Arte y Cultura Latino Americana  
Facility Use Agreement**

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**Name of requesting individual:**

**Organization:**

**Type of Event and/or Type of Use:**

**Number of People Expected:**

**Admission Charge:**

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Dates of use:

Rental Time Start:

Rental Time End:

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**MACLA Equipment to be used:**

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**INFORMATION, RULES & RENTAL POLICY**

These rules constitute the Castellano Playhouse and Gallery Policies and Procedures for MACLA/Movimiento de Arte y Cultura Latino Americana Facilities use. Renter must comply with all rules outlined below.

**FEES AND RESERVATIONS**

**CATEGORIES**

**BASE RATE**

Rehearsals/Practices

\$35/hr

Non-profit/Grassroots org.

\$100/hr

Private or Special Interest

\$150 /hr

Commercial

\$200 /hr

\*Please note: Rentals are 2-hour minimum

The base rent includes any use of the theater, green room, lighting, sound equipment, tables and chairs. Rental fees are charged from the time access to the building is "requested" until renter exits building. If renter exceeds originally contracted rental period, the unscheduled time will be added to the original rental agreement at double the base rate. MACLA staff must approve all unscheduled time.

**Deposit and Payment**

A **\$200 refundable damage and cleaning deposit** is due upon signing of the Rental Contract. Once a reservation is made and deposits received, no dates or hours may be added without approval of MACLA staff. **Please note that the deposit may also be held to cover additional fees such as additional gallery attendants, equipment, garbage disposal, etc.**

A damage/cleaning deposit plus full payment of rental fee is required before load in can begin. Before and after the event MACLA staff will conduct a walk through/inspection of the facility and equipment. Once it is determined that all of the conditions of the contract have been met and that no damage has occurred the cleaning/damage deposit will be returned within 15 days of the rental. **The rental charges, insurance, additional fees are due 3 weeks prior to first rental use.**

**Staffing Fees**

**Additional Gallery Attendants may be required based on the nature of the event. The decision on the number of staff required will be determined by the MACLA coordinator. Additional staff, as needed or requested, will be charged at a rate of \$18 per hour.**

**Technical Staff Fees**

**MACLA does have a resident Light & Sound technician on call that can be hired for your event at the rate of \$30/hour. Your light & sound needs will need to be handled directly by the technician and they will need to have all of the space needs in writing two weeks prior to the event. Complex technical setups may require that the renter pay for the technician's time spent before the event.**

**Consultant Fees**

MACLA staff will communicate with the renter prior to the event to discuss logistics, answer questions and help ensure a smooth event. MACLA staff are also available for one walk through of the space before your event during regular business hours. Complex requests and/or excessive time and assistance coordinating your event may require that the renter pay an additional consulting fee of \$50/hr.

### Insurance

Special event liability insurance is required of all theatre users for rehearsals and performances covering both participants and audience. **A copy of the renter's Certificate of Insurance naming MACLA/Movimiento de Arte y Cultura Latino Americana as an additionally insured must be presented 3 weeks prior to event.** Details of required coverage are:

- \$1,000,000 general aggregate.**
- \$1,000,000 aggregate (liquor liability included).**
- \$1,000,000 personal and advertising injury.**
- \$1,000,000 each occurrence limit.**
- \$50,000 fire damage**

### Cancellations

Cancellations for facilities previously reserved with less than 60 days notice but more than 30 days will forfeit 50% of rental fees. Cancellations with less than 30 days may be subject to full forfeit of their rental fees, excluding the cleaning/security deposit.

### Serving and/or sale of Alcohol

Alcoholic beverages except for beer and wine are prohibited. The user is responsible for applying to State Alcohol and Beverage Control for a temporary liquor license if beer and/or wine are to be sold or served. Renters must provide copy of license and evidence of employment of two police officers 3 weeks prior to event date. If liquor license is obtained through renter's caterer, a copy of caterer's license is required 3 weeks prior to event.

### CASTELLANO PLAYHOUSE/MACLA GALLERY GENERAL RULES

- **No food or drink allowed in the Gallery.** Unless authorized by MACLA staff.
- No running or playing in the gallery at any time.
- No jumping off the stage (EXCEPTION: Stage direction given by the director.)
- It is the responsibility of renter to make sure that anyone working on sets, lights, etc. work in a safe manner. Proper protective clothing and devices should be worn when warranted.
- Guests are not permitted in the back stage areas or dressing rooms unless approved by MACLA staff.
- All accidents, incidents, damage or breakage in the building must be reported to MACLA Staff. If damage or breakage of MACLA equipment is users' fault, cost of repairs or replacement will be deducted from damage and cleaning deposit.
- MACLA technical equipment (light board, sound board, projector) may not be used without the assistance of the MACLA Light & Sound technician. If renter chooses not to hire the MACLA technician and hires outside performers they must use their own equipment.
- No set pieces, props, or decorations may conceal or otherwise obstruct any building exit, exit light, fire alarm, fire extinguishing or fire protection device.
- MACLA/Movimiento de Arte y Cultura Latino Americana and its employees assume NO responsibility for any property, equipment, or other items left in the Castellano Playhouse at any time.
- MACLA events take precedence over rentals. Further, renter acknowledges that they will rent MACLA's facility at their own risk.
- Facility will be used responsibly and all measures will be taken to ensure a safe and trouble free event. Any and all occurrences at event will be entirely the responsibility of the renter.
- Renter acknowledges that s/he is solely responsible for obtaining all permits/licenses associated with conducting an event at MACLA.
- Renter is responsible for ensuring that no damage occurs to any part of MACLA's facility, equipment, or displayed artwork.
- Users of the building are responsible for leaving the building in the same condition as it was prior to their arrival, including the removal of **ALL** sets, props, costumes and large garbage, and returning equipment and furniture to its original places.
- At the end of use renters are responsible for putting away all chairs and tables, taking trash off of the premises, and sweeping and mopping the floor so the facility is left the way it was found. MACLA has no large trash bin.
- Front Doors are to remain locked until Playhouse is open for business.

- **No posters, photos, decorations, etc.** are allowed on the office/gallery/Playhouse walls, doors, or windows without approval of the MACLA staff.
- Events charging admission may not play copyrighted music in the gallery or Playhouse. Only original music and performances are allowed.
- **The Castellano Playhouse cannot be oversold.** Additional seating or standing room is not allowed under any circumstances. Seating the Castellano Playhouse is limited to 100. Gallery occupancy is limited to 86. Occupancy limits are set by the **Fire Marshall** according to the **State Fire Code**.

Before and after the event MACLA staff will conduct a walk through/inspection of the facility and equipment. Once it is determined that the above conditions have been met, issued keys have been returned, and that no damage has occurred the safety deposit will be returned.

<b>Rental Information:</b>	<b>Rate</b>	<b>Time</b>	<b>Total</b>
Rental Fee	\$X/hour	X hours	\$
Gallery Attendant Fee	\$18/hour	X hours	\$
Technician Light/Sound	\$30/hour	2 hours	\$
Damage/ Cleaning Deposit	\$200 (Refundable pending damages)	Flat rate	\$
Piano	\$100	Flat rate	\$
<b>Total Rental Fee including Deposit</b>			\$

Payment 1 Collected on    /    /

Payment 2 Collected on    /    /

Payment 3 Collected on \_\_\_/\_\_\_/\_\_\_

**Total Amount Collected on:**

<b>Renter Information:</b>	
Name:	
Organization	
Phone Number	
e-mail	
Address	
City, State Zip	

**The signing of this document shall serve as acceptance of the terms and conditions as stated above.**

\_\_\_\_\_  
Renter Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
MACLA Representative Signature

\_\_\_\_\_  
Date

**For MACLA Use Only**

<b>Inspection performed by:</b>	
Date:	
Time:	
<b>Total Amount of Rental:</b>	
<b>Notes:</b>	
<b>Gallery Attendant (contact):</b>	
<b>Tech (contact):</b>	