



29 N. San Pedro Street  
Suite 200  
San Jose, CA 95110

## FACILITY USE APPLICATION



5663 Chambertin Drive  
San Jose, CA 95118  
408-979-0231  
www.tabardtheatre.org

**at Theatre on San Pedro Square**

This application is made for an agreement between The Tabard Theatre Company at Theatre on San Pedro Square (Tabard) and GUEST COMPANY: \_\_\_\_\_.

GUEST COMPANY Address, City, ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Website: \_\_\_\_\_

Federal Tax ID: (attach copy of 501(c) filing, if applicable) \_\_\_\_\_ Years in Business: \_\_\_\_\_

Name of person to contact: \_\_\_\_\_ Title: \_\_\_\_\_

Address, City, ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**EVENT INFORMATION:** (If additional dates are needed, please attach on a separate sheet.)

Event name / title: \_\_\_\_\_

Number of cast / crew: \_\_\_\_ / \_\_\_\_\_ Dressing rooms (Number of actors in each): \_\_\_\_ M \_\_\_\_ F

Length of performance/event: \_\_\_\_ Intermission length: \_\_\_\_\_ Ticket prices: \_\_\_\_\_

**LOAD-IN / SETUP:**

Date: \_\_\_\_\_ Load-in start time: \_\_\_\_\_ End time: \_\_\_\_\_

**TECH REHEARSALS:**

Date: \_\_\_\_\_ Arrival time: \_\_\_\_\_ Date: \_\_\_\_\_ Arrival time: \_\_\_\_\_

Date: \_\_\_\_\_ Arrival time: \_\_\_\_\_ Date: \_\_\_\_\_ Arrival time: \_\_\_\_\_

**PERFORMANCES:** (Please provide a realistic estimated audience size. Maximum seating is 100 to 150.)

Date: \_\_\_\_\_ Arrival time: \_\_\_\_\_ Event start time: \_\_\_\_\_ Est. audience: \_\_\_\_\_

Date: \_\_\_\_\_ Arrival time: \_\_\_\_\_ Event start time: \_\_\_\_\_ Est. audience: \_\_\_\_\_

Date: \_\_\_\_\_ Arrival time: \_\_\_\_\_ Event start time: \_\_\_\_\_ Est. audience: \_\_\_\_\_

Date: \_\_\_\_\_ Arrival time: \_\_\_\_\_ Event start time: \_\_\_\_\_ Est. audience: \_\_\_\_\_

Date: \_\_\_\_\_ Arrival time: \_\_\_\_\_ Event start time: \_\_\_\_\_ Est. audience: \_\_\_\_\_

Date: \_\_\_\_\_ Arrival time: \_\_\_\_\_ Event start time: \_\_\_\_\_ Est. audience: \_\_\_\_\_

**LOAD-OUT:** (Should be completed by midnight of the last performance or by 12 noon the following day)

Date: \_\_\_\_\_ Load-out start time: \_\_\_\_\_ End time: \_\_\_\_\_

**RENTAL FEE FOR THESE DATES:** \$ \_\_\_\_\_

50% payment of total fee is due within 7 days of reservation confirmation. Lack of payment within 7 days may result in reservation cancellation. Balance is due the day before load in.

Charge credit card information provided below for \$ \_\_\_\_\_

or

Check is enclosed. Make check payable to The Tabard Theatre Company.

Permission is granted to automatically charge credit card information provided below for the balance due on the day before the event for \$ \_\_\_\_\_

**SECURITY DEPOSIT:** \$300 for 1-6 days of use; \$600 for 7 or more days of use. The security deposit will be refunded to the GUEST COMPANY if the venue is returned in the condition it was received and all requirements have been met. Check or credit card accepted. Upon cancellation 50% is non-refundable. The entire deposit is forfeited for cancellations within 90 days prior to event.

Use credit card information provided below as guarantee for \$ \_\_\_\_\_

or

Check is enclosed. Make check payable to The Tabard Theatre Company.

The security deposit will only be processed if and when there is cause.

**CREDIT CARD INFORMATION:**

Visa or M/C (circle one) Credit card no.: \_\_\_\_\_ Security Code: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Name on card: \_\_\_\_\_ Deposit Amount: \_\_\_\_\_

Cardholder Billing Address, City, ZIP: \_\_\_\_\_

Cardholder Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**OFFICE USE:**

App/Agr rec'd \_\_\_\_\_ Deposit & Rent rec'd \_\_\_\_\_ Ins. Cert. rec'd \_\_\_\_\_ Conf. letter sent \_\_\_\_\_ Deposit ret'd \_\_\_\_\_ Amt. \_\_\_\_\_

## TERMS OF AGREEMENT

**HOST PROVISION:** These facilities are made available to non-profit organizations at a discounted rate through financial support provided by The Tabard Theatre Company and The City of San Jose (through April, 2012).

**RESERVATION TERMS:** The reservation will not be fully confirmed until the following have been received by Tabard:

- 1) This Facility Use Application with signed Terms of Agreement
- 2) 501(c) documentation (if applicable)
- 3) Certificate of insurance (if applicable)
- 4) Security deposit
- 5) 50% of rental fee; balance due day before load in or day before event, whichever happens first.

**Please send all items to:**  
The Tabard Theatre Company  
5663 Chambertin Drive  
San Jose, CA 95118  
or email to [jeanie@tabardtheatre.org](mailto:jeanie@tabardtheatre.org)

**A reservation is fully confirmed only when the GUEST COMPANY receives written notice of confirmation from The Tabard Theatre Company indicating that all necessary documentation has been received.**

**LIABILITY, INSURANCE & IDEMNIFICATION:** The GUEST COMPANY agrees to assume full responsibility for the conduct of its participants and patrons. Any expenses incurred for damages caused by the GUEST COMPANY, its participants or patrons, or outside contractor hired by the GUEST COMPANY will be the responsibility of the organization. The GUEST COMPANY shall indemnify and hold The Tabard Theatre Company harmless from any and all claims and suits, damages or losses and expenses on account of injury to any party in connection with the event or resulting from damage or destruction of any property by the GUEST COMPANY or any attendees of the event on the building's premises.

**For long rentals and/or non-profit rentals, a Certificate of Insurance for \$1,000,000 must be filed with Tabard with this signed agreement. The Tabard Theatre Company at Theatre on San Pedro Square shall be listed as an "additional insured" party under GUEST COMPANY's General Liability policy. The Certificate Holder on the insurance policy must indicate:**

The Tabard Theatre Company  
5663 Chambertin Drive  
San Jose, CA 95118

**EVENT TIMES:** Due to City ordinance, TOSPS is not permitted to operate past midnight without additional use permit. Therefore, all events should plan to conclude by 11pm to allow time for clean-up and load-out.

**FOOD & BEVERAGE REQUIREMENT:** No food or beverage may be brought in from any outside source without prior written authorization from Tabard. This includes patrons bringing in beverages purchased from neighboring establishments. Non-compliance may result in a portion of the security deposit being forfeited.

**PERFORMERS' FOOD & WATER:** Refrigeration is not available at TOSPS for GUEST COMPANY without advance approval from Guest Company Liaison or Facilities Manager. No food or open beverage containers are allowed in the control booth. Bottled water can be made available to GUEST COMPANY with advance notice and for a reasonable fee. GUEST COMPANY performers must remove any plastic water bottles, cups, food containers, etc. at the end of each day.

**BAR/CONCESSIONS:** A no-host alcohol, beer, wine, soft drinks and concessions bar is provided and staffed by Tabard, available before and during events or performances.

**CATERING AND EVENT PLANNING:** Catering, including beverage plans, for fundraisers and special events is available at a reasonable rate. Please ask for details.

**ADVANCE TICKET SALES:** GUEST COMPANIES are encouraged to sign up with Brown Paper Tickets to handle online advance ticket sales. **A portion of the security deposit may be forfeited if any of the following occur:**

- Tabard/TOSPS phone numbers are publicized for a GUEST COMPANY event; Tabard does not have the resources to handle patron inquiries for GUEST COMPANY events.
- The GUEST COMPANY advertises or promotes any event before the reservation is confirmed.
- The GUEST COMPANY schedules or holds any event that is not listed on the application and confirmed with the reservation.
- Tabard can handle advance sales for 15% of ticket revenue.

**BOX OFFICE:** GUEST COMPANY may utilize the physical Box Office located off the courtyard the day of event. However, GUEST COMPANY will provide its own staff, phones, computers, tickets and cash, as none of these items are provided at the theatre. Alternatively, GUEST COMPANY may request a table in the lobby for handling tickets. Tabard staff may be hired to manage on-site box office day/night of event for \$30/hour.

**LOBBY COVERAGE:** Because the lobby is accessible by outside foot traffic and patrons from Peggy Sue's and O'Flaherty's, a representative from GUEST COMPANY must be in the lobby beginning one hour prior to performance until completion of performance to answer any questions from random walk-ins and to assist their own patrons attending the GUEST COMPANY performance. Guest staff is to assure that no outside drinks are brought up to the theatre. Tabard staff may be hired as lobby staff for \$25/hour.

**HOUSE STAFF:** The GUEST COMPANY must supply house staff including ushers, box office personnel and house manager. This list with contact information is to be provided to the Facilities Manager prior to the event. If Tabard staff is required to help GUEST COMPANY meet event, production or curtain deadlines, a portion of the security deposit will be deducted. Tabard staff may be hired as ushers for \$25/hour.

**HOUSE CAPACITY:** Audience seating capacity is variable up to 150 depending on chair and table configuration. The configuration on move-in will typically include at least 120 chairs. There may be times when all 150 chairs will be in the venue. Please check with Guest Company Liaison or Facilities Manager as the number in the theatre expected day of your event. Applicable to GUEST COMPANIES who receive the non-profit discount: It is the GUEST COMPANY's responsibility to rearrange seating and transport chairs to or from storage, if a different layout or different number of chairs is desired. Fire Code capacity for the theatre is 200. Therefore, the number of audience permitted must take into account that there are 150 seats available, standing room capacity is 25 max., and capacity for the room is 200 total, including cast and staff (GUEST COMPANY and Tabard). If any of those numbers is exceeded at any time during a show, GUEST COMPANY staff will be asked to reduce the number of patrons in the room by asking some to leave and to monitor the entrance. Failure to meet capacity limitation will result in all or a portion of the security deposit to be forfeited.

**PRE-SHOW ANNOUNCEMENTS:** Ordinance requires the GUEST COMPANY announce the two emergency exits. Ushers should inform patrons that they may enjoy their refreshments at their seats throughout the show. Applicable to GUEST COMPANIES who receive the non-profit discount: GUEST COMPANY should acknowledge that the use of the theatre is made possible by the support of The Tabard Theatre Company and that Tabard at TOSPS is sustained through concessions at the bar and donations.

**SETS:** The GUEST COMPANY set must be completed prior to load-in; there is no painting or construction allowed anywhere in or around the theater. Otherwise, the GUEST COMPANY will forfeit all or a portion of the security deposit. The GUEST COMPANY Technical Director is welcome to make a site survey in advance by

making arrangements with TOSPS Facility Manager/Technical Director. Flats, set pieces, furniture, stage extensions and ramp are available to rent for a reasonable fee. Should the pieces not be returned to Tabard in the same look and condition in which they were rented, a portion of the deposit will be forfeited.

**RESTROOMS:** For the cast, there is a restroom in the basement (same floor as dressing rooms). Toilet paper and paper towels are provided. There are public men's/women's restrooms on the ground floor off a hallway shared with O'Flaherty's and Peggy Sue's.

**WEEKLY STRIKE:** Unless other arrangements are made with the TOSPS Facilities Manager/Technical Director, GUEST COMPANIES using the facility for more than several consecutive days must strike the stage area after their final rehearsal or performance preceding days/nights not in the facility so that it may be used by other GUEST COMPANIES. TOSPS Technical Director is available to help GUEST COMPANIES understand how to accomplish this easily. (Tabard, the resident theatre company, must do the very same thing.) Failure to strike the stage, as required above, or to design a set that can be struck, may result in all or portion of the security deposit being forfeited. There is limited storage area at the venue. The Facilities Manager will direct GUEST COMPANIES where set pieces, props, and costumes may be stored. Storage containers are the responsibility of each GUEST COMPANY.

**GUEST COMPANY PROPERTY:** TOSPS has no lockable storage at the theater or facilities for valuables. Props should be locked away in a road case/locker that the GUEST COMPANY provides that can be stored backstage and can be easily moved when the GUEST COMPANY is not in the theater. Leaving props, costumes, set pieces at TOSPS is not recommended. Tabard is not responsible for GUEST COMPANY's lost property.

**DECOR:** Any signage, postings or decorations in and around the theatre property and their method of affixing must be pre-approved by TOSPS Facilities Manager. No signs or decorations shall be taped, stapled or fixed to walls, windows, ceilings, courtyard, or anywhere on or near the premises, except as designated. Decorations must also meet City of San Jose Fire Codes, and only fabric that is flame-retardant may be used. Any helium balloons, if used, must be completely removed after the event. Absolutely NO glitter or confetti is allowed. The cost of any cleanup required by Tabard, including removal of signs, posters, notices or flyers, or any damage to theatre property will be deducted from the security deposit.

**SOUND, LIGHTING:** Tabard provides the use of professional sound and lighting equipment, which must be operated with care and respect by the GUEST COMPANY utilizing trained personnel. No open beverage containers are permitted in this area. Treat all equipment with care at the risk of damaging equipment and loss of security deposit. (SEE **TECHNICAL RIDER.**)

**RESTRICTED ACCESS:** Light and sound areas are "restricted" and may not be accessed without TOSPS Facilities Manager/Technical Director present or approval. The concessions/bar area is absolutely CLOSED to the GUEST COMPANY, per TOSPS liquor license.

**PARKING:** The lot adjacent to the theatre is a privately-owned pay-parking lot; vehicles that do not have a pre-paid tag on their dashboards will be towed by the lot owners (not affiliated with TOSPS). City-owned parking lot across the street is available for which TOSPS will provide parking validation for GUEST COMPANY patrons and staff.

**LOAD-IN/LOAD-OUT:** Trucks used for load-in and load-out must use the loading zones on San Pedro Street; no trucks are allowed in the parking lot adjacent to the theatre.

**EMERGENCY EXIT:** The Emergency Exit Door is to be used only for emergency exit, not to be used by GUEST COMPANY or patrons as entrance or exit.

**SET-UP AND CLEAN-UP:** If Tabard staff should be needed or enlisted to help meet deadlines related to set-up or clean-up, curtain or closing, a portion of the security deposit will be deducted. Tabard will set up patio tables and chairs and the TOSPS theatre signage. Applicable to GUEST COMPANIES who receive the non-profit discount: GUEST COMPANY set-up tasks include technical equipment, box office, lobby tables, etc. GUEST

COMPANY clean-up tasks include picking up and taking garbage out to garbage bin, sweeping and mopping floors in the stage, audience, lobby, box office and patio area (cigarette butts), and bringing in any temporary theatre signage. It is the GUEST COMPANY's responsibility to clean the dressing rooms and adjacent bathroom at move-out. Failure to do any of the above may result in loss of some or all of security deposit.

**TRASH AND RECYCLING:** Applicable to GUEST COMPANIES who receive the non-profit discount: Any trash the GUEST COMPANY or their audience generates must be removed by the GUEST COMPANY at the end of each day and disposed of in the designated dumpsters behind the Old Spaghetti Factory. NO garbage is to be left inside the theater. GUEST COMPANIES that leave garbage behind may lose some of their security deposit. Recycling is to be bagged and placed in the basement.

**JANITORIAL SUPPLIES:** Applicable to GUEST COMPANIES who receive the non-profit discount: TOSPS has available brooms, mops, buckets, dustpans, and garbage bags for use by GUEST COMPANY to remove dust and debris from the theater at the end of each day.

PLEASE SEE **TECHNICAL RIDER** FOR FURTHER EVENT SET-UP AND BREAKDOWN DETAILS.

**TOOLS, OFFICE SUPPLIES:** GUEST COMPANY must provide its own tools, office supplies (clipboards, paper, pens, pencils), petty cash, cash boxes, etc. TOSPS is not able to provide these to GUEST COMPANIES.

**PHONE, FAX:** No phone or FAX is available onsite for GUEST COMPANY use.

**FIRST AID:** If emergency first-aid supplies are needed, please ask TOSPS Facilities Manager. Alternatively, the GUEST COMPANY must supply its own first-aid supplies.

**SECURITY DEPOSIT PROCESSING:** The security deposit will not be processed unless needed, after the event, or in case of cancellation. Deposit will not be processed if the venue and all rental items are returned in the condition they were received and all stated requirements have been met. Deposit checks will be shredded.

**CANCELLATION:** Upon cancellation \$150 is non-refundable. The entire deposit is forfeited for cancellations within 90 days prior to event.

**AUTHORIZED GUEST COMPANY REPRESENTATIVE:**

*I understand and agree to the above terms:*

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Organization:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_