



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: _____

Event Contact Name: _____ 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: _____ Intermission length: _____ Ticket prices: _____

LOAD-IN / SETUP:

Date: _____ Load-in start time (after 12 noon): _____ 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 150.)

Date: _____ Arrival time: _____ Event start time: _____ Est. audience: _____

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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 PAYMENT FOR THESE DATES: _____

50% payment is due when reservation is confirmed. Balance is due on load in.

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

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 GUEST COMPANIES through financial support provided by The City of San Jose through April 18, 2011 and The Tabard Theatre Company.

RESERVATION TERMS: The reservation may not be 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
- 4) Security deposit
- 5) 50% of rental fee, balance due on load in.

Please send all items to:
The Tabard Theatre Company
5663 Chambertin Drive
San Jose, CA 95118
or fax to: 408-979-0231 or email to
cathy@tabardtheatre.org

A reservation is confirmed only once 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 organization, its participants or patrons, or outside contractor hired by the organization will be the responsibility of the organization. The GUEST COMPANY shall indemnify and hold The Tabard Theatre Company and Theatre on San Pedro Square 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 organization or any attendees of the event on the building's premises.

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 or sooner 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. Such includes patrons bringing in beverages purchased downstairs. Non-compliance may result in a portion of the deposit being forfeited.

PERFORMERS' FOOD & WATER: Refrigeration is not available at TOSPS for GUEST COMPANY without advance written authorization. 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 beer, wine, soft drinks and concessions bar is provided and staffed by TOSPS, available before and during events or performances. Unless other arrangements are made in advance with Tabard, Guest Company patrons/ attendees are expected to purchase a minimum of \$100.00 in concessions per performance/ single event. If the minimum is not met, the difference, or a portion thereof, may be deducted from the security deposit.

CATERING AND EVENT PLANNING: Catering 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 or Artsopolis to handle online advance ticket sales. A portion of the security deposit may be forfeited if the following is not adhered to:

- Tabard/TOSPS phone numbers shall not be publicized for a GUEST COMPANY event, as Tabard cannot provide ticket or event information.
- The GUEST COMPANY shall not list, advertise or promote any event before the reservation is confirmed.
- The GUEST COMPANY shall not hold any event that is not listed on this application and confirmed with the reservation.

BOX OFFICE: GUEST COMPANY may utilize the physical Box Office located off the courtyard the day of events. However, GUEST COMPANY will provide its own staff, phones, computers, tickets and cash, as none of these items is provided at the theatre. Alternatively, GUEST COMPANY may request a table in the lobby for handling tickets.

LOBBY COVERAGE: Because the lobby is accessible by outside foot traffic and patrons from Peggy Sue's and O'Flaherty's, a representative from the 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.

HOUSE STAFF: The GUEST COMPANY must supply house staff including ushers, Box Office personnel and house manager. If Tabard staff is required to help GUEST COMPANY meet event, production or curtain deadlines, a portion of the deposit will be deducted. A list with contact information is to be provided to the Facilities Manager prior to the event.

HOUSE CAPACITY: Audience seating capacity is variable up to 150 depending on chair and table configuration. The configuration on move-in will include about 100 chairs from October – March and 150 from April - September. 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. 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 and various furniture

pieces are available to rent for a flat \$10/each. 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.

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. 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 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.

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 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.

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.

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 free on weekends before 6pm; after 6pm every night of the week is a flat \$3 fee.

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.

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.

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. Guest set-up tasks include technical equipment, box office, lobby tables, etc. Clean-up includes 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), stacking and moving patio chairs and tables to theatre lobby, and bringing in any temporary theatre signage.

TRASH AND RECYCLING: 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 will lose their security deposit. Recycling is to be bagged and placed in the basement.

JANITORIAL SUPPLIES: 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.

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.

TOOLS, OFFICE SUPPLIES: TOSPS does not provide tools, office supplies (clipboards, paper, pens, pencils), petty cash, cash boxes, etc.

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

FIRST AID: The GUEST COMPANY must supply its own first-aid supplies.

SECURITY DEPOSIT PROCESSING: 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: _____