



Henry J. Mello Center for the Performing Arts
 250 East Beach Street
 Watsonville, CA 95075
 (831) 728-6390
 Andrea Botsford, Facility Manager

MELLO CENTER FACILITY USE REQUEST & RENTAL AGREEMENT

Please fill in your info on this page and Facility Manager will create estimate on next page.

1. ORGANIZATION		CONTACT	
PHONE		EMAIL	
ADDRESS		WEBSITE	

2. DESCRIPTION OF EVENT

Type of Event: _____ Title: _____

Anticipated Attendance: _____ Admission Charge/s: _____

Open to the public? YES NO A Fundraiser? YES NO

501c3 Non- Profit EIN#: _____ City of Watsonville Business License #: _____

YES NO

Is the Applicant a Government Agency (City, County, State, or Federal?)

3. DATES AND TIMES OF OCCUPANCY:

Date(s):	
Load In:	
Rehearsal Time:	
Lobby Doors:	
House Doors:	
Show Time:	
Exit Time:	

Date(s):	
Load In:	
Rehearsal Time:	
Lobby Doors:	
House Doors:	
Show Time:	
Exit Time:	

Dressing Rm 1:	10 seats	Dressing Rm 2:	10 seats	Green Room:	20 chairs	Ticket Office/Lobby:	
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PA:		MISC.:	
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4. FEES: Fees are established by the Henry J. Mello Center for the Performing Arts Joint Powers Authority administered by the Pajaro Valley Unified School District (hereafter referred to as "P.V.U.S.D.") and the City of Watsonville (hereafter referred to as "City") as the **Administering Entities**. Fees cannot be waived as they support the maintenance and upkeep of the Mello Center. Applicant/Renter will be billed as per the **Facility Use Estimate** and as outlined under **Mello Center Rules, Regulations & Conditions of Use**.

4. FEES & MELLO CENTER FACILITY USE ESTIMATE : *MELLO FACILITY MANAGER WILL ESTABLISH RENTAL ESTIMATE*

Fees are established by the Henry J. Mello Center for the Performing Arts Joint Powers Authority Board [administered by the Pajaro Valley Unified School District and the City of Watsonville (hereafter referred to Administering Entities)] and cannot be waived as fees support the maintenance and upkeep of the Mello Center. Requester/Renter will be billed for any overages of the *Facility Use Estimate* and as outlined under *Mello Center Rules, Regulations & Conditions of Use*.

Organization:		Administering Entity: PVUSD	
Dates:		CAPACITY: 780*	
RENTAL FEES PER EVENT			ESTIMATE
Non-Peak Hours: Monday - Thursday 4pm-11pm; *Peak Hours: Friday (after 4p) - Sunday and Holidays	HOURS	HOURLY RATE	AMOUNT
Rehearsal rate non-peak:		\$90	
*Rehearsal rate peak		\$130	
Meeting rate		\$110	
Performance non-peak		\$110	
*Performance peak:		\$180	
Estimated Rental Fee			
Non-profit discount (only applicable from Rental rate)		20%	-\$
TOTAL ESTIMATED RENT			
PERSONNEL FEES	HOURS	HOURLY RATE	AMOUNT
Facility Manager		\$50	
Facility Manager- Overtime		\$75	
Light Technician/ Light Board Operator		\$35	
Sound Technician/ Sound Board Operator		\$35	
House Manager		\$35	
Stage Manager		\$25	
Security		\$25	
NOTE: Personnel are paid 4-hour minimum for each day worked & overtime applies after 8 hours. Fees subject to change based on availability and negotiated rates.			
MISCELLANEOUS FEES	QTY	RATE	AMOUNT
Ticket Fee - \$1/ticket if administered by PVUSD or City	N/A	\$1	N/A
Custodial Cleaning Fee- per day		\$350	
Covid sanitization - per event		\$50	
Vendor Fee		\$50	
TOTAL FEES			
DEPOSIT DUE UPON SUBMITTAL OF SIGNED USE REQUEST	1	\$500	\$500.00
BALANCE DUE 15 days prior to event. Additional expenses incurred will be billed.			

Please remit payment to Mello Center, 250 E. Beach Street, Watsonville, CA 95076 ATTN: A.Botsford

Checks must be made out to P.V.U.S.D. (Pajaro Valley Unified School District)

[Additional campus facilities \(Cafeteria, Library, etc.\) are available through PVUSD's Facilities Booking](#)

MELLO CENTER RULES, REGULATIONS & CONDITIONS OF USE

1. PAYMENTS AND ADMINISTRATION OF RENTAL AGREEMENT

Reservation Deposit is due at the time the signed **Facility Use Request** is submitted by Applicant. Agreement is not approved or fully executed until signed off by Mello Center Administering Entities. Full payment of all fees by Applicant/Renter as outlined in the **FACILITY USE ESTIMATE** is due 15(fifteen) days prior to the date of rental to Mello Center/A. Botsford, 850 E. Beach St., Watsonville, CA 95076. Balance of any additional fees incurred before, during, or after the event (outlined in item 4 below) will be invoiced and are due within 5 days of invoice date.

2. PARKING AND OTHER CAMPUS FACILITIES

Parking is available on-street and off-street. Please advise as to how many production vehicles need accommodation as space is limited. VIP parking area is made available upon request once application is approved. Cost for VIP parking will be the responsibility of the Renter. Reservations of **other** campus facilities are coordinated by P.V.U.S.D. Maintenance, Operations and Facilities: PVUSD Facilities Booking. **TOTAL PRODUCTION VEHICLES:** _____

3. ADDITIONAL HOURS/UNUSED HOURS OF RENTAL TIME

The use of the facility in excess of the time agreed above will result in additional charges in 1-hour increments. Overtime charges for rental and personnel will be deducted from the facility deposit billed to the producer. No refund will be issued for unused hours of a facility.

4. DEPOSITS [*'deposit' is advance payment toward total fees- any additional funds required will be billed*]

A. Additional fees will be assessed for any of the following reasons:

1. Facility use fees for the time used in excess of time requested and reserved.
2. Damage to the facility or equipment.
3. Misuse of the facility.
4. Inadequate clean-up by Renter, requiring additional custodial time/services after Renter's use. Please have ushers remove items such as programs, water bottles, and other items not meant for vacuuming as well as any signage, decorations, etc. Gloves will be provided by Mello Management. Please restore the lobby, stage, and backstage to its original state to avoid additional charges. Any lost-and-found items should be turned into Facility Manager. Patrons can call WHS Admin at 831-728-6390 to inquire about lost belongings.

B. If fees due exceed the amount paid, the Renter will be billed for the balance. Payment will be due within five (5) business days of the date of invoice. Further reservations will not be honored until additional fees are paid.

C. It is the Renter's responsibility to notify Mello Management of any address or telephone changes so the refund may be mailed to the correct address.

5. CANCELLATION BY APPLICANT

Cancellation fees will be charged as follows:

- 60 days or more prior to the rental: 50% of the deposit
- 45 days or less prior to the rental: 100% of the deposit will be forfeited.

6. CANCELLATION BY ADMINISTERING ENTITIES

The Administering Entities may cancel a scheduled rental at any time without liability under any of the following conditions: a) the application is found to contain false or misleading information; b) the proposed use of the facility will be detrimental to the health and safety of the public, or to the efficient operation of the facility; c) should any individual or group willfully or negligently misuse or damage the equipment or the facility; d) for recurring scheduled activities, if the applicant use of the facility becomes irregular or event attendance falls below the standard established for the rental; e) Applicant/Renter has not completed all conditions and requirements for the use of the facility; f) in case the Mello Center becomes unavailable, destroyed or damaged by fire or any other cause, or strikes, labor disputes, war, or acts of military authorities render fulfillment of the contract difficult or impossible; g) the facility is needed by public necessity or emergency use. Cancellation by the Administering Entities shall be made in writing to the Applicant/Renter as soon as any of these conditions listed above occur. If refund of rental is applicable, such refund will be processed by Administering Entities and received by the Applicant/Renter 4 to 6 weeks after the notice of cancellation is issued.

7. TRANSFER OF AGREEMENT

This agreement cannot be transferred, assigned, or sublet unless approved by the Administering Entities in writing. No other parties, groups or organizations are allowed to occupy the facility unless otherwise specified in this contract.

8. TICKETING

Renter must submit their vendor's ticketing agreement and ticket manifest to the Administering Entity **three (3) business days prior to tickets going on sale** to ensure the event parameters are within the agreement and the event capacities meet current health and safety guidelines.

9. CONCESSIONS/VENDORS

\$50 per vendor concession fee applies. A finalized site map of all concessions/vendors placement and any additional equipment shall be provided to the Facility Manager **one (1) week prior to the event** to insure compliance with health and safety guidelines.

10. LIABILITY INSURANCE (See *Use of District Facilities Addendum for Insurance req.'s*)

Applicant/Renter will provide liability insurance with a minimum \$1 million liability coverage and an endorsement that names the "Pajaro Valley Unified Schools District (PVUSD), its Officers, Agents, Employees, and Board Members are hereby declared to be Additional Insured under the terms of this policy. This insurance policy will not be reduced or canceled without 30 days' written notice to the District, nor will PVUSD be responsible for the payment of any premium or assessments on this policy. The Administering Entities reserve the right to require additional insurance based on the nature of the activities.

11. HOLD HARMLESS (See *Hold Harmless Addendum*)

It is understood and agreed that the Applicant assumes all risks for loss, damage, liability, injury, cost, or expense that may arise during or be caused in any way by such use or occupancy of the facility; the Applicant further agrees that in consideration of being permitted to use said facilities the applicant and their guests/attendees will hold harmless from any loss, claim and liability or damages, and/or injuries to persons or property that in any way may be caused by applicant's and their guests/attendees use or occupancy of said facility.

12. USER RESPONSIBILITIES

Renter agrees to abide by all policies and procedures outlined in this Facility Use Request & Rental Agreement and all attachments to this document as approved by the Mello Center JPA Board. In addition, unless requested by the Renter, the Renter will provide the following as outlined by the Mello's Facility Manager based on size and scope of event:

BoxOffice Staff: 2; House Manager: 1; Ticket Takers 4; Ushers: 6-10;

Note: Renter shall post ushers by each entrance of the auditorium to prevent food from being taken inside. An additional \$100 fee will be imposed if food is found in the auditorium.

Stage Manager and VIP's: (please send list of staff); Security: TBD- advised to have 1 backstage, 1 roamer/lobby attendant

13. CAMERAS AND FILMING

By pre-arrangement with the Facility Manager, cameras may be set in the following positions only: behind seat S1 or seat S28, in the middle of the side aisle, or in back of the balcony.

All Cameras and supporting equipment must be in place, with all cables secured with Gaff tape to avoid tripping, before the audience can be let into the theater.

Pursuant to Fire, health and safety codes, under no circumstances may any film equipment be placed in an aisle, seat, stairway, or any other place where it may block the egress of any patron at any time.

14. SOUND, RECORDING, AND OTHER EQUIPMENT

Pursuant to Fire, health and safety codes, under no circumstances may any equipment be placed in an aisle, seat, stairway, or any other place where it may block the egress of any patron at any time. Please include any equipment brought into the facility on the Mello site map for pre-approval by Facility Manager.

15. PUBLICITY

Renter is responsible for arranging all publicity and advertising which it deems appropriate to promote the event. The Administering Entities upon request may assist with publicity of the event via their website and other social media platforms.

Renter agrees that a copy of all promotional materials (including paid advertisements) shall be delivered to the Mello Center at least two (2) business days prior to dissemination to the public. User agrees that all promotional materials will contain statements that the event "presented at the Henry J. Mello Center for the Performing Arts" and that "the Mello Center is wheelchair accessible".

16. MAINTENANCE OF PREMISES

Renter agrees to keep the premises and fixtures in good condition and repair and will at the termination of this Rental Agreement, surrender the same in like good condition and repair, excepting ordinary wear and tear. Renter may make no alterations or improvements whatsoever.

17. COMPLIANCE WITH THE CONDITIONS OF USE

The Renter shall observe, obey and comply with all applicable policies, rules and regulations regarding the use of the Henry J. Mello Center for the Performing Arts. Renters failure to follow the conditions of use may result in eviction from the facility and the forfeit of all fees paid for violation of the same.

18. PROHIBITED ITEMS

ANIMALS are prohibited with the exception of *service* dogs [emotional support animals do not qualify under CA law]. No domestic, wild animals or birds shall be taken into, or kept in or about the facility, or any part thereof without consent of the Administering Entities.

No food or drinks (with exception of bottled water) are allowed in the Mello Center. No Alcohol or illegal substances shall be brought to or consumed on the premises. Tape, glitter, and confetti are prohibited due to extensive cleaning required. Please no tacks or stapling of signage- use only painters tape or 'Blu-tac' type products.

19. CONDUCT OF PERSONS

The Renter shall be solely responsible for the orderly conduct of all persons using the facility by their invitation, either expressed or implied, during all times covered under this contract. The Administering Entities reserve the right to eject from the Henry J. Mello Center for the Performing Arts any person or persons due to objectionable, unlawful or undesirable conduct.

20. SMOKING/VAPING: Smoking or vaping is not permitted on premises.

21. USE OF RESERVED FACILITY AND EQUIPMENT

The Renter may use ONLY those facilities and equipment specifically designated in this agreement

I, the undersigned, hereby certify that I will be personally responsible for any damage sustained on the grounds, building, furniture, or equipment occurring through the occupancy of said facilities by the Applicant or their guests/ attendees.

I, the undersigned, have read, and agree to abide by the rules and regulations for the facility use as listed on supplementary materials.

NAME: _____ SIGNATURE: _____ DATE _____
(Please Print)

REQUEST APPROVED BY:

NAME _____ SIGNATURE _____ DATE _____
Mello Center Facility Manager, Andrea Botsford (831) 728-6462; andrea_botsford@pvusd.net

**Pajaro Valley Unified School District
HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

Notwithstanding any insurance coverage which may be in effect, and any additional undertakings referred to herein, Applicant agrees at all times to protect, indemnify, and hold Pajaro Valley Unified School District, their respective Board of Trustees, officers, members, representatives, agents, guests, invitees, and/or employees free and harmless, and to provide legal defense, from any and all liabilities, claims, losses, judgments, damage, demands or expenses resulting from the Applicant's use or occupancy of the District's facilities and/or the active or passive negligence of the Applicant or of the District, its Board of Trustees, officers, members, representatives, agents, guests, invitee, and/or employees, specifically including, without limitation, any liability, claim, loss, judgment, damage, demand, or expense, arising by reason of:

1. the loss of or damage to any of the District's facilities including any building, structure, or improvement thereon, or any equipment to be used therein;
2. the injury to or death of any person including, but not limited to, the officers, members, representatives, agents, guests, invitee, and/or employees of the Applicant or of the District; or
3. damage to any property arising from the use, possession, selection, delivery, return, condition or operation of the District's facilities. Applicant further agrees to reimburse the District for all liabilities, claims, losses, judgments, damage, demands, expenses, fines, penalties, including reasonable attorneys' fees imposed or incurred by the District because of the Applicant's use or occupancy of the District's property.

I UNDERSTAND THIS AGREEMENT SUPERSEDES AND REPLACES ANY OTHER HOLD HARMLESS & INDEMNIFICATION AGREEMENT(S) RELATIVE TO USE OF DISTRICT

Name (Please Print)

Name of Organization (Please Print)

Signature

Date

Please send this page to your insurance carrier to ensure all requirements are met.

USE OF DISTRICT FACILITIES
Addendum to Facility Use Agreement Application
INSURANCE REQUIREMENTS

All individuals and groups using district facilities (buildings, classrooms, multi-use rooms, auditoriums, and/or kitchens) and active use areas (any fields, playgrounds, restrooms, tennis courts, gymnasiums, pools, parking lots, or other active use/recreational areas) are required to

- 1) Name PVUSD as additional insured in a policy of liability insurance which will cover the period of use.
- 2) Provide a Certificate of Insurance and Endorsement of Coverage. Minimum coverage limits will include:

Comprehensive General Liability Insurance

Injuries, including death, sustained by one person	\$1,000,000
Injuries, including death, to two or more persons	\$1,000,000
Property Damage/Liability	\$1,000,000

The Certificate of Insurance and Endorsement of Coverage will be submitted to PVUSD when the facility use application is submitted for approval, and must contain each of this language:

“PAJARO VALLEY UNIFIED SCHOOL DISTRICT, ITS OFFICERS, AGENTS, EMPLOYEES, AND BOARD MEMBERS ARE HEREBY DECLARED TO BE ADDITIONAL INSURED under the terms of this policy”.

This insurance policy will not be reduced or canceled without 30 days written notice to the District, nor will PVUSD be responsible for the payment of any premium or assessments on this policy.

This policy shall be primary coverage to the full limits of the liability stated above, and if the additional insured (PVUSD) has other insurance against loss covered by this policy, that other insurance shall be excess insurance only. *

Note:** The amount of the insurance requirements, upon approval by the Pajaro Valley Unified School District, may be increased for certain activities such as concerts or large-scale events, due to the risks and liabilities associated with such events. ***Under no circumstances will PVUSD waive the insurance requirements.

MELLO SITE MAP:

XX = lower level ushers

XX = balcony ushers

G = door greeter

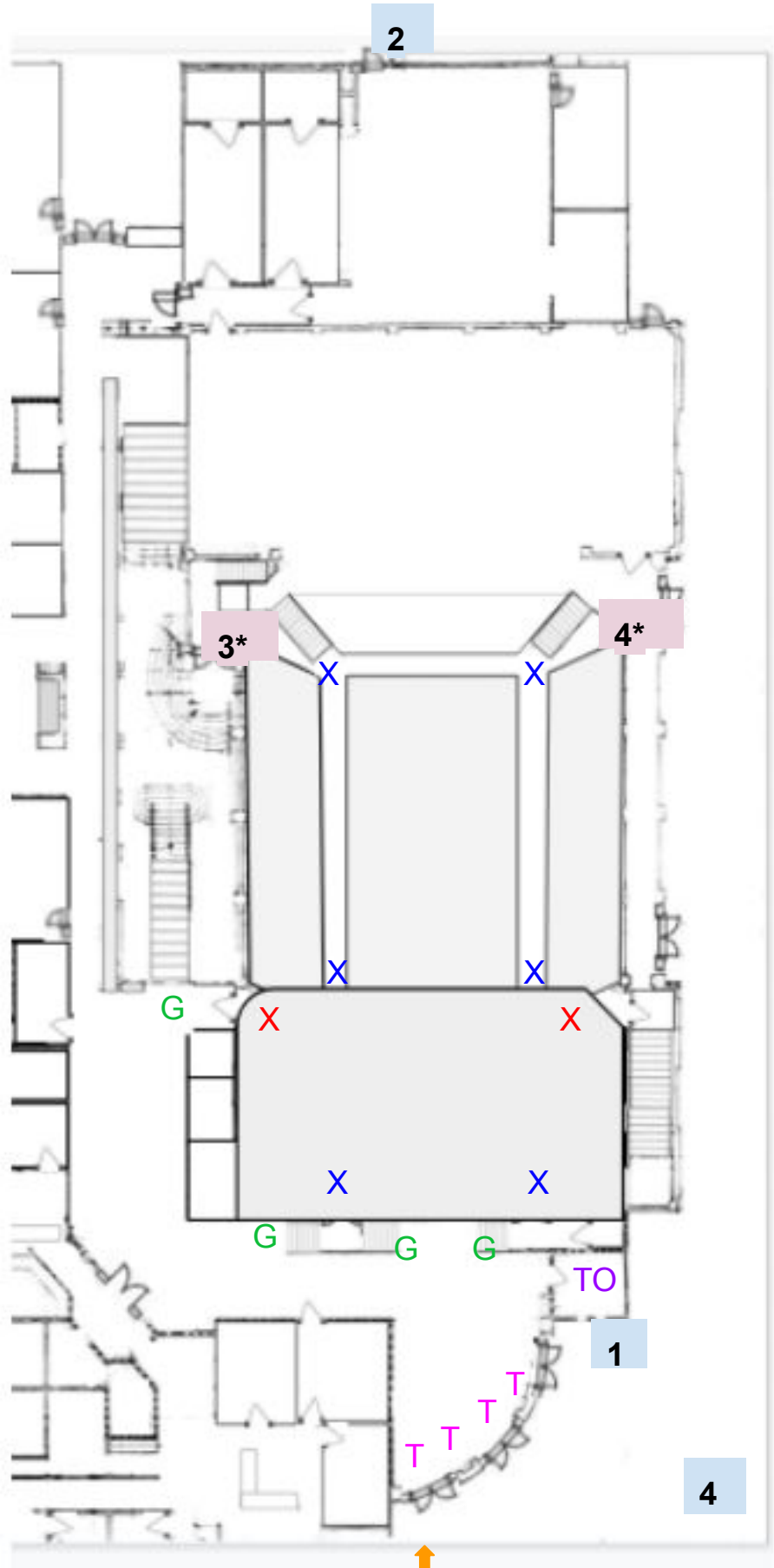
T = ticket takers

TO = Ticket Office

Parking = Staff Lot (SL)
+ Parking via Wildcatz Way (WW)

Security: 1, 2, 3, 4

During show: 3*, 4*



Maple Street

East Beach

WildCatz Way PARKING

Line forms extending down Lincoln Street

SL

3

1

4

2

3*

4*