



City of Watsonville
Parks & Community Services Department
231 Union Street, Watsonville, CA 95076
(831) 768-3240
mellocenter.org



FACILITY USE REQUEST & RENTAL AGREEMENT HENRY J. MELLO CENTER FOR THE PERFORMING ARTS

1. ORGANIZATION _____

Contact Person _____

Address _____ City _____

State _____ Zip _____

Phone _____ Email _____

2. DESCRIPTION OF THE EVENT

Type of Event _____

Anticipated Audience Number _____

Admission Charge/s _____

Is The Event Open To The Public? ☐ YES ☐ NO

Is This Event A Fund-raiser? ☐ YES ☐ NO

Is The Applicant A 501(C)(3) Non-Profit Organization? ☐ YES ☐ NO

If Yes, Please Provide Organization's Ein # _____

Is The Applicant A Governmental Agency (City, County, State Or Federal)? ☐ YES ☐ NO

Is The Applicant A Business/Promoter? ☐ YES ☐ NO

If Yes, Provide City Of Watsonville Business License #: _____

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3. DATES AND TIMES OF OCCUPANCY

Date _____

Load In _____

Rehearsal Time _____

Open Rehearsal Time _____

Lobby Doors Open _____

House Doors Open _____

Show Time _____

Exit Time _____

Date _____

Load In _____

Rehearsal Time _____

Open Rehearsal Time _____

Lobby Doors Open _____

House Doors Open _____

Show Time _____

Exit Time _____

Date _____

Load In _____

Rehearsal Time _____

Open Rehearsal Time _____

Lobby Doors Open _____

House Doors Open _____

Show Time _____

Exit Time _____

Date _____

Load In _____

Rehearsal Time _____

Open Rehearsal Time _____

Lobby Doors Open _____

House Doors Open _____

Show Time _____

Exit Time _____

4. FEES

Fees are established by the Henry J. Mello Center for the Performing Arts JPA Board and cannot be waived.

User will be billed for actual time the facility is used and for the actual number of hours a technician person works.

Fees may not be waived as they are established to support the maintenance and upkeep of the Henry J. Mello Center for the Performing Arts.

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RENTAL RATES	HOURS	RATE	AMOUNT
Rehearsal rate non-peak		\$90 per hour	
Rehearsal rate peak		\$130 per hour	
Meeting rate		\$110 per hour	
Performance non-peak		\$110 per hour	
Performance peak hour		\$180	
Non-profit rate (discount only applicable from Rental rate)		20%	
NOTE: Non-Peak Hours - Monday - Thursday 4pm-11pm Peak Hours - Friday to Sunday and Holiday's			

PERSONNEL FEES	HOURS	RATE	AMOUNT
Facility Manager		\$35 per hour	
Light Technician/ Light Board Operator		\$35 per hour	
Sound Technician/ Sound Board Operator		\$35 per hour	
House Manager		\$35 per hour	
Stage Manager		\$35 per hour	
Stage Crew		\$25 per hour	
NOTE: Technicians are paid 4 hour minimum for each day worked.			

MISCELLANEOUS FEES	QTY	RATE	AMOUNT
Ticket Fee		\$1 per ticket	
Custodial Fee		\$300 per day	
Vendor Fee		\$50 each	

TOTAL FEES

User will pay for the use of the Mello Center to the City of Watsonville. Amount and due dates are indicated bellow:

DESCRIPTION	AMOUNT	DUE DATE
TOTAL RENTAL FEES	\$	
TOTAL TECHNICAL PERSONNEL FEES	\$	
TOTAL MISCELLANEOUS RENTAL FEES	\$	
SUBTOTAL	\$	
DEPOSIT	\$500	UPON SIGNING CONTRACT
BALANCE DUE	\$	PLUS ANY ADDITIONAL EXPENSES INCURRED

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CENTER RULES, REGULATIONS & CONDITIONS OF USE

1. PAYMENTS

Deposits and cleaning fees are due at the time of the application.

Full payment of all fees is due 15 days prior to the date of rental.

2. PARKING

Parking is available on-street and off-street. VIP parking area is made available upon request. Cost for VIP parking will be the responsibility of the user.

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 will be deducted from the facility deposit. No refund will be issued for unused hours of a facility.

4. DEPOSITS

A. Deposits may be fully or partially withheld 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.

B. If fees due exceed the amount of the deposit, 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 PCS 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 CITY

The City 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 Department finds that 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 has not completed all conditions and requirements for the use of the facility; f) in case the 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 city shall be made in writing to the applicant as soon as any of these conditions listed above occur. If refund of rental is applicable, such refund will be processed by the City and received by the applicant 4 to 6 weeks after the notice of cancellation issued by the City.

7. TRANSFER OF AGREEMENT

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

8. TICKETING SERVICE

User understands that a one dollar handling fee will be added to the cost of each ticket sold and the handling fee will be retained by the City. Within 10 business days the city will provide user with a complete accounting of tickets sold through ticketing service and will remit to user a check for the total box office proceeds related to the event(s), less the one dollar per ticket handling fee and any related credit card service charges.

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9. CONCESSIONS/VENDORS

\$50 per vendor concession fee.

10. LIABILITY INSURANCE

Applicant will provide liability insurance with a minimum \$1 million liability coverage and an endorsement that names the City of Watsonville, P.V.U.S.D., its appointed and elected officials and its employees as additional insured. Liability insurance may be purchased through the City and the applicant will be responsible for the cost.

All insurance fees are due at the time that reservation fees are due. Liability insurance payment due on: _____
The City reserves the right to require additional insurance based on the nature of the activity(ies).

11. HOLD HARMLESS

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 user 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

User agrees to abide by all policies and procedures outlined in this facility use request and rental agreement and all attachments to this documents as approved by the JPA Board. In addition, unless requested by the user, the user will provide the following:

- Ushers
- Ushers for open rehearsal
- Box office staff
- Performers and crew as needed to present the event
- Certificate of insurance if not purchased through the City

Note: User 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.

13. CAMERAS AND FILMING

The Mello Center is not designed or equipped for filming. By pre-arrangement with the Facility Manager, cameras may be set in the following positions only. These positions are in designated areas for wheelchair seating and may be used only if they are not sold or otherwise in use as wheelchair seating.

- Behind seat S1
- Behind seat S28
- Between Seats U5 & U9. This position however, will block the view of several people in rows V,W,X, & Y. If this position is used, every effort should be made by you to allow for the comfort and convenience of your audience who's view of the stage will be blocked by the equipment and the people running it. There may be one camera set in the Hall on the right of the Auditorium in a position not blocking the fire door.
- All Cameras and supporting equipment must be in place, with all cables gaffer 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 isle, seat, stairway, or any other place where it may block the egress of any patron at any time.

14. SOUND AND RECORDING EQUIPMENT

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

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15. PUBLICITY

User is responsible for arranging all publicity and advertising which it deems appropriate to promote the event. The City, upon request may assist with publicity of the event utilizing ticketing system and other social media platforms.

User agrees that a copy of all promotional materials (including paid advertisements) shall be delivered to the City 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

User agrees to keep the premises and fixtures in good condition and repair and will at the termination of this Use Agreement, surrender the same in like good condition and repair, excepting ordinary wear and tear. User 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. Renter 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. ANIMALS PROHIBITED WITH THE EXCEPTION OF SERVICE DOG, NO DOMESTIC ANIMAL

No domestic or wild animals or birds shall be taken into, or kept in or about the facility, or any part thereof without consent of the City.

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 City reserves 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:

Smoking is not permitted at parks or inside of city facilities.

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 _____

FOR STAFF USE ONLY

- ☐ CONFIRM AVAILABILITY OF VENUE ON THE CALENDAR
- ☐ CONFIRM AVAILABILITY OF TECHNICIANS
- ☐ CONFIRM THAT PROPOSED EVENT MEETS HIGHEST AND BEST USE OF VENUE

DATE OF APPROVAL _____ STAFF INITIAL _____

INITIAL HERE _____

