



FACILITY PERMIT OFFICE
on the campus of Santa Monica High School
 601 Pico Blvd., Santa Monica CA 90405
 310-395-3204, Ext. 416
 facilitypermits@smmusd.org

THEATER & FILMING RIDER			
Organization (RENTER):	Sample Organization		
Event:	Big Ol' Concert	Permit #:	474
Site:	Santa Monica High School		
Facilities, Dates and Times:		Additional Notes:	
Barnum Hall 7/4/09 7:00p - 11:00p			
This rider is an extension of the attached permit Agreement and Rules of Use For Facilities. Provisions in this rider supersede any conflicts between this rider and the permit Agreement			
<p>The District performing arts spaces are managed by the Theater Operations Office. The following regulations apply to all use of Theaters & Auditoriums:</p> <p>A. TERMS: The use the Facilities will be guaranteed when this Agreement is fully signed and its requirements are met. A reservation of calendar dates shall not be confirmed until this Agreement is fully executed and the Rental Fee and estimate of charges is paid according to the Payment Schedule.</p> <ol style="list-style-type: none"> 1. The Full Rental Day is a fourteen (14) hour day. If the use extends past 14 hours in a single day, the Renter will pay an overtime rate of one tenth the rental rate per hour for every hour that exceeds the fourteen hours. The Half Day is a six (6) hour day. If the use extends past six hour, the Renter will be charged the full day rate for all facilities being used. 2. The Renter shall have no right to use the Facilities for any purpose whatsoever prior to the commencement date/time or termination date/time specified in this agreement. 3. A rehearsal may not, by definition, include more than 25 people in the audience section without prior approval of the Director of Theater Operations. A rehearsal in violation of this standard shall be deemed and charged as a performance. <p>B. INSURANCE: The use of SMMUSD Theaters and Auditoriums requires a General Public Liability Insurance minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. This is an increase from the standard rental agreement.</p> <p>C. USE OF FACILITIES: Except as otherwise expressly provided in this Agreement, SMMUSD shall not be responsible for the planning, advertising, marketing, setup and preparation of the Facilities, security, public safety services, admissions and admission/credential control, crowd control, speaker, performance or entertainment bookings, catering, food and beverage service, lighting, audio-visual services or any other aspect of the Event. If the Renter requires such services from SMMUSD, the Renter shall pay to SMMUSD all costs and expenses incurred by SMMUSD for such work. The Renter shall take all appropriate and necessary</p>			

actions to protect the Facilities and any personal property or equipment located thereon from damage of any type and shall comply with all requests made by SMMUSD with regard to the protection of the Facilities and any personal property or equipment located thereon.

1. The Renter shall leave the Facilities in substantially as good condition as when received by it excepting reasonable wear and tear and use. The Renter shall immediately restore the Facility to its prior condition.
2. The Renter shall remove all sets, structures and other material and equipment from Facilities. Unless otherwise agreed to by the parties in writing, any equipment or furnishings of the Renter which are left at the Property or Facilities for more than 48 hours after the event, shall be deemed abandoned by the Renter and may be disposed or used of by SMMUSD in its sole and absolute discretion. The Renter will be responsible for any fees incurred due to the disposal of Abandoned Equipment.

D. MACHINERY, FLAMMABLE MATERIALS AND EQUIPMENT: The Renter shall abide by the following safety requirements:

1. The Renter shall not erect any engine, motor or other machinery on Premises or use any gas, electricity, flammable liquid, candles, or charcoal without prior written approval of the Director of Theater Operations or his designated representative. All such devices and effects must be permitted in accordance with all city, county, state and national laws.
2. As a rule the Renter shall not, and shall strictly prohibit, use, exhibit or lighting of fireworks, explosive or open flames (including burning candles) anywhere on the Property. Permission for use will be granted in writing solely by the Director of Theater Operations after consideration of all safety concerns and approval by the Fire Department, Police Department or any other required public safety entity.
3. All Special Effects that have any possibility of injuring any persons or damaging any equipment or facilities must be approved in writing by the Director of Theater Operations or his designated representative, which consent shall be granted in its sole and absolute discretion.
4. All Electrical connections in the Facility between house power and equipment exceeding 120v must be approved by the Director of Theater Operations and if necessary a certified electrician.
5. The Renter shall not erect, connect or attach any decorative scenery or other materials to any facilities so as to damage any of the Facilities without the prior written approval of the Director of Theater Operations or his designated representative. The Theatre Operations Staff reserves the right to prevent the hanging of materials deemed unsafe in any way.
6. Any and all scenery or decorative material shall be of a noncombustible type or be suitably treated with a flame retardant as defined in Section 13115 of the Health and Safety Code of the State of California. The Renter must have flame retardant certificates on hand for all such materials.
7. All theater technical equipment, including but not limited to lighting, sound, rigging and stage mechanics, must be operated by Theater Operations staff or personnel approved by the Director of Theater Operations.
8. The Renter agrees and acknowledges that all amplified sounds are under the sole and absolute authority of the Director of Theater Operations or his designated representative. Sound levels shall not exceed 98DB.
9. Animals are prohibited from being on the property, with exception of service animals. Permission to use them as part of the event must be received in writing prior to the Event by the Director of Theater Operations or his designated representative.

E. PERSONNEL: The Facilities shall at all times be under the control of the SMMUSD Director of Theater Operations or a designated representative. He will be the official representative of SMMUSD in all areas regarding this agreement and the use of the space. A SMMUSD staff member must be present at all times the facilities are occupied.

1. SMMUSD has the right and responsibility to determine SMMUSD personnel required to support the event. The number and type of personnel required for the event and the cost to the Renter are detailed in the Invoice.
2. The Director of Theater Operations will be responsible for calling and hiring the technical

personnel requested by Renter, and SMMUSD reserves the right to call and hire the number of personnel SMMUSD deems necessary for a particular event. SMMUSD reserves the right to operate any and all of its own equipment.

3. The Director of Theater Operations reserves the right to permit designated SMMUSD employees to enter the Facilities at all times and to require, without charge, a reasonable number of tickets, admission passes or other necessary credentials to facilitate the operation of the event.

F. CONCESSIONS/ LOBBY SALES OF SOUVENIR AND PROGRAMS: SMMUSD retains the right to provide exclusive concession service. The items served and prices charged shall be at the discretion of SMMUSD. All concession fees belong to, and are reserved by and for the sole benefit and use of SMMUSD.

1. Programs, records, tapes, and other similar media, may be sold if they relate to the performance and are sold in conjunction with Renter's event. Renter is responsible for payment of applicable sales taxes. All items to be sold must have SMMUSD's prior approval.

2. Catering service may be arranged by Renter, subject to prior approval by SMMUSD Director of Theater Operations. Renter will be charged for clean-up of food preparation and serving areas as necessary. The dispensing or sale of alcoholic beverages is strictly prohibited.

3. Food and Drink are strictly prohibited in SMMUSD Theaters & Auditorium and may only be in designated areas (i.e. Green Room in Barnum Hall).

G. PARKING: SMMUSD retains the right to either provide exclusive parking service or to rent the available parking to the R for the Event. All parking fees belong to, and are reserved by and for the sole benefit and use of SMMUSD.

H. ADVERTISING: Renter shall not advertise any performances or the appearance of any performer on Premises unless agreements between all parties involved have been properly executed and provided to SMMUSD.

1. Renter shall not use the name of Santa Monica Malibu Unified School District, Barnum Hall, Samohi, or the name of the any SMMUSD School in any way other than as the location for a particular event.

2. Signs may be posted on bulletin boards provided for such use, upon the prior approval of SMMUSD's Director of Theater Operations. Signs may not be placed anywhere else on the Property without SMMUSD's prior consent. Advertising material which does not pertain completely to the immediate attraction may not be circulated on the Property. Under no circumstances may advertising material be circulated in parking facilities or walkways adjacent to Property.

I. COPYRIGHT LICENSE: The Renter shall secure, at its sole cost and expense, all applicable copyright licenses. The Renter shall indemnify, defend and hold SMMUSD harmless from all claims of copyright violation of any kind in connection with the Renter's use of the Facilities and Property. The indemnification obligations of this section shall survive the termination of this Agreement.

J. FILMING RIGHTS: SMMUSD herein irrevocably grants the Renter the right to use, photograph and record (including without limitations by means of motion picture, still or video device photography) the Premises (the "Recordings"), including any signs located thereon that identify the Premises as the School Site, subject to the limitations set forth below. Renter shall have the right to refer to the Premises or any part thereof by any fictitious name and the right to refer to any real or fictitious events as having occurred on the Premises, provided Renter has obtained necessary approvals, if any, prior to such use.

A. Notwithstanding the above grant of rights, in the event the Recordings include any signage or other identifying marks that represent the Premises as Santa Monica High School, SMMUSD shall be provided absolute prior written script approval that may be granted or withheld in SMMUSD's sole discretion.

B. Renter shall have the right to, and to license others to reproduce, edit, distribute, exhibit, advertise, publicize, promote and otherwise exploit the Recordings, exclusively in connection with the project currently called "Big Ol' Concert Documentary" (the "Project") in any and all media, whether now known or hereafter devised, throughout the world in perpetuity. Renter shall be the sole owner

of all right, title and interest, under copyright or otherwise, in and to the Project and all Recordings, whether or not included in the Project. Any use of the Recordings in any manner other than as part of the Project is strictly prohibited and restricted. If Renter requires use of the Recordings in a manner than as part of the Project, Renter must obtain prior written permission from SMMUSD, which may be granted or withheld in SMMUSD's sole discretion.

C. Renter shall indemnify and hold harmless SMMUSD from any claim, action or demand made against SMMUSD that use of the Recordings is defamatory or an infringement of a party's right of privacy or publicity or other personal or property right, including copyright and trademark infringement.

K. COMPLIANCE WITH LAW AND RULES: Renter shall not use Facilities or permit anything to be done in or about Property which will in any way conflict with any law, statute, ordinance or governmental rule or regulation.

1. Any performer or any other person whose conduct is disorderly or disruptive to the use of the facility or in violation of any law shall be refused entrance and shall be immediately ejected from Property. Renter shall defend, indemnify and hold SMMUSD harmless for any claim resulting from such action.

This Rider shall be considered a legal extension of the Permit Agreement between the Santa Monica-Malibu Unified School District and Renter and may only be modified by a writing signed by both parties.

Renter: Sample Organization

Address: 123 Main Street Santa Monica CA 90404

Renter (signature)

Date

Printed Name: _____

SMMUSD (signature)

Date

Printed Name: Carey Upton

Title: Director of Theater Operations