



Effective January 1, 2021

**SOLVANG FESTIVAL THEATER
APPLICATION AND STANDARD LICENSE AGREEMENT
FOR USE OF SOLVANG FESTIVAL THEATER FACILITIES**

This document, when properly executed by all parties, represents permission by Solvang Theaterfest (herein called Licensor) for use by the applicant named below (herein called Licensee) of the Solvang Festival Theater (herein called Theater) located at 420 Second Street, Solvang, California.

LICENSEE’S INFORMATION: (Please complete all for processing)

Licensee’s Name:	
Licensee’s Address:	
City, State, Zip Code:	
Authorized Representative:	
Day Phone:	Alt. Phone:
E-mail:	Tax ID#:
Please circle one of the following:	NON-PROFIT PRIVATE
<i>EVENT DETAILS:</i>	
Event Name:	
Detailed Event Description:	
Date(s) of Event:	Time(s) of Event:
Time Need Access to Theater on Date of Event:	
Ending Time of Event (includes clean-up):	
Date(s) of Set Up:	Time(s) of Set Up:
Date(s) of Tear Down:	Time(s) of Tear Down:
Date(s) of Rehearsal:	Time(s) of Rehearsal:
In-House Lighting (Y/N):	Date(s) Needed:
Maximum Number of Persons Attending Event per Day:	

LICENSEE'S ESTIMATED CHARGES: Please refer to Exhibit A (Rate Schedule), attached to this license agreement, to determine estimated total. Please be sure to include all required items:

Section 1—THEATER RENTAL			
Theater (includes Garden & Lobby)	x _____ day(s)	dates: _____	\$ _____
Rehearsal Days (if needed)	x _____ day(s)	dates: _____	\$ _____
Set-Up & Construction (if needed)	x _____ day(s)	dates: _____	\$ _____
Tear Down/Load-out (if extra days needed)	x _____ day(s)	dates: _____	\$ _____
Lighting (if used)	x _____ day(s)	dates: _____	\$ _____
2 nd & 3 rd Operator(s) if needed	x _____ extra hr(s)	dates: _____	\$ _____
House Manager (required)	x _____ day(s)	dates: _____	\$ _____
House Manager OT (after 8 hours per day)	x _____ extra hr(s)	dates: _____	\$ _____
Janitorial (Required)	x _____ day(s)	dates: _____	\$ _____
Ticket Facility Fee (estimated attendance)	x _____	_____	\$ _____
Total Section 1			\$ _____

Section 2—ADDITIONAL ITEMS			
Concession Stand	x _____ day(s)	dates: _____	\$ _____
Box Office	x _____ day(s)	dates: _____	\$ _____
Company Store	x _____ day(s)	dates: _____	\$ _____
Other Items (see rate sheet for available items)	x _____ day(s)	dates: _____	\$ _____
BMI/ASCAP Music Licensing (estimated gross)			\$ _____
Total Section 2:			\$ _____

Section 3—If ONLY Renting Lobby & Patron Garden Area Use This Section <i>(Public Restrooms & Janitorial Services are included)</i>			
Event Days (maximum 8 hours)	x _____ day(s)	dates: _____	\$ _____
Additional hours	x _____ hour(s)	dates: _____	\$ _____
Set-Up & Construction (if extra days needed)	x _____ day(s)	dates: _____	\$ _____
Tear Down/Load-out (if extra days needed)	x _____ day(s)	dates: _____	\$ _____
House Manager Regular (based on 8 hour day)	# Hours(s) needed at \$35/hr		\$ _____
House Manager OT (charged after 8 hours/per day)	# Hours needed at \$40/hr		\$ _____
Ticket Facility Fee (estimated attendance)	x _____	_____	\$ _____
Additional Items (Total of Section 2):			\$ _____
Total Section 3:			\$ _____

Please total all sections that apply:	TOTAL RENTAL ESTIMATE: \$ _____
	(50% of estimated total) Deposit Due: \$ _____

Licensee understands, acknowledges and agrees that these fees and costs are estimates only.

DEPOSIT & PAYMENT INFORMATION

- A non-refundable deposit of fifty percent (50%) of Licensee's estimated total charges will be required to confirm a reservation with submission of this application (refundable only if Licenser denies the application).
- Theater rental charges are listed in the Solvang Festival Theater Rate Schedule, Exhibit A, attached to this lease agreement.
- Licenser shall provide a settlement statement, with the total balance due, to the Licensee no later than 15 days after the last date of use of the Theater under this agreement based on actual charges compiled by Licenser from Exhibit A. The settlement statement shall set forth all costs, fees and other charges chargeable to Licensee, all deposits and payments received from Licensee. The Facility Fee accounting will be based on ticket count at the entrance gate.
- Licensee agrees to pay total balance due no later than 10 working days following the receipt of the settlement statement.
- Licensee may terminate or cancel this agreement, without balance due, within 60 days notice in advance of the first date of the performance reserved by Licensee.

TERMS AND CONDITIONS

Licensee shall have the right of ingress and egress to the Solvang Festival Theater as reasonably required for Licensee's authorized use/s, but acquires hereby no other rights to use or interests in any parts of the Theater building/s or equipment leased under this agreement.

Liability and Indemnity

- Licensee agrees to provide a certificate of insurance, showing limits equal to those of Solvang Theaterfest (\$1,000,000 per occurrence, \$2,000,000 general aggregate).
- Further, Licensee agrees that Solvang Theaterfest will be named as additional insured, with a) a waiver of subrogation and b) a hold harmless clause.
- Licensee agrees to hold Solvang Theaterfest, its officers, agents and employees harmless from all liability, claims and loss for personal injury, death, and property damage suffered by applicant, its agents and employees in connection with its use of the facilities.
- Licensee agrees to repay Solvang Festival Theater for any property of the theater or in its custody damaged or destroyed in connection with Licensee's use of the facilities.

Date Licensee agrees to provide certificate of insurance as stated above: _____

- **If selling alcohol, Licensee agrees to provide Solvang Festival Theater an ABC license two weeks in advance of event.**
- **If renting Concession Building, Licensee agrees to obtain Santa Barbara County Public Health Department temporary food facility permit.**
- **Solvang Theaterfest is required to report the use of music covered by BMI and ASCAP licensing agreements, and pay fees totaling 1.6% of gross ticket sales. This amount will be charged back to Licensee.**

In addition to the terms and conditions found herein, Licensee shall be obligated to follow the additional Policies and Information attached as a condition of the Lease Agreement. Licensee acknowledges that it has received a copy of the Solvang Festival Theater Rate Schedule and has read the Policies and Information established by Solvang Theaterfest.

Licensee agrees to the aforementioned provisions, and Terms and Conditions.

Signature of Licensee or Representative Print Name Date

Solvang Theaterfest agrees to permit the described use on these terms.

Signature of Solvang Theaterfest Representative Print Name Date

- *Non-refundable Deposit of \$ is enclosed to reserve the use of the Solvang Festival Theater.*

- *Application and deposit to be mailed to Solvang Theaterfest at P.O. Box 917, Solvang, CA 93464*

Solvang Festival Theater Policies and Information

Reservations and Availability of the Theater

- Contact Solvang Festival Theater's Business Office at (805) 686-1789 or Email: exec.director@solvangtheaterfest.org for availability, rental estimates and all other rental information.

General Facility Information

- The Solvang Festival Theater is an outdoor theater with a 700 seating capacity amphitheater and is wheelchair accessible.
- The Theater backstage facility includes a fully enclosed Green Room (with refrigerator and microwave), and five separate dressing rooms and restroom facilities.
- The lobby of the Theater includes full restroom facilities with handicap access.
- Solvang Festival Theater can provide high grade, professional lighting and an operator for your event. Please book this through our Business Office. (see rental fee schedule)
- Theater users must provide their own sound equipment (a list of companies which provide this service and have worked at the Solvang Festival Theater can be provided upon request).
- The Concession building is equipped with convection oven, refrigerator, freezer, microwave and commercial coffee maker
- The Theater's box office is available for use on a case-by-case space available basis.
- The dimensions of the Solvang Festival Theater stage are 35' 1 3/8" from front to back and 31' 8 1/4" side to side.
- The mission of Solvang Theaterfest is to provide a unique, live performing arts venue that promotes the highest quality experience for artists and audience members in a space that is safe and accessible to all. Our goal is to connect and enrich the community while encouraging the understanding, learning, and appreciation of diverse ideas and cultures.

Staff

- The Solvang Festival Theater House Manager has sole authority for the Theater during operations of contracted dates and time frames.
- Volunteer ushers may be arranged. Contact the Solvang Theaterfest office to make arrangements. Volunteer ushers at the event will be managed by the SFT House Manager.

Theater Rules

- No music, sound checks or rehearsals before 8 am or after 10 pm.
- No materials may be delivered to the Theater without specific prior arrangement with the Executive Director.
- No materials may be left at the Theater after the strike following the final performance without specific prior arrangement with the Executive Director.
- No one may be admitted in the Theater without the House Manager present or without prior permission from the Office Manager or Executive Director.
- No smoking is allowed anywhere on the Solvang Festival Theater property.

Solvang Festival Theater Policies and Information

- *No screws, nails or staples are allowed to be used on buildings, outbuildings or fencing on the property. For exceptions to this rule please contact the Executive Director.*
- No glass is allowed in the amphitheater or anywhere back stage (except within the Green Room).
- No food or drink (other than water) is allowed in the Theater's dressing rooms.
- The facility must be secured upon departure with verification by the House Manager on duty.

Advertising

- All events at the Solvang Festival Theater will be listed as being presented at the "Solvang Festival Theater" on all promotional materials.
- Advertisement and signage for events may be posted at the Solvang Festival Theater with prior approval from Solvang Theaterfest. Pursuant to City of Solvang code—signage requires a temporary sign permit on the outside of the theater or grounds.
- Pre-show announcements at the Solvang Festival Theater must include the following: "Welcome to Solvang Theaterfest's beautiful Solvang Festival Theater. Please enjoy the comfort of being able to take food and drink into the facility, and respect the Theater by disposing your trash in the receptacles located at the top of every isle at intermission or the conclusion of the show."

Maintenance

- Clean up of all facilities utilized during rehearsal and production must be done in a timely manner within the rental schedule—this includes but is not limited to amphitheater, stage, scenery, backstage set up and all other areas used by Licensee.
- Solvang Theaterfest reserves the right to charge additional janitorial fee as needed.
- Please ensure that you have the necessary number of people needed to help set up and clean-up for your event.
- All garbage is to be taken to the dumpsters.

Safety

- A diagram of all placements of fire extinguishers and exits is posted in the Theater's Green Room.
- A list of emergency contact numbers is posted in the Theater's Green Room.
- Fire and smoke effects are not allowed in the Theater.
- The Theater provides two-way radio communication with the Theater's House Manager and designated backstage contact.

Miscellaneous

- The Solvang Festival Theater is open to the outdoor elements, with a minimally equipped stage house. Additional accommodations for the stage house may be provided by Licensee with prior permission from Solvang Theaterfest.
- Portable heating for performers is allowed on stage with prior permission from Solvang Theaterfest.

Solvang Festival Theater Policies and Information

- Merchandise may be sold on Theater property during productions, with prior permission from Solvang Theaterfest. Use of the Theater's Company Store (the Theater's merchandise facility) may be arranged for this purpose, for a fee, with prior permission.
- Alcohol may be sold at the Solvang Festival Theater as long as Licensee obtains the necessary Daily License from the Department of Alcoholic Beverage Control one month in advance of event. **Provide a copy to the SFT Business Office.** (No alcohol may be brought into the theater from patrons attending event. At the discretion of Solvang Theaterfest, you may need to provide security personnel to check bags at gate.)
- An assisted listening system is available at the Theater if compatible with Licensee's sound equipment.
- Any problems or other facility issues should be immediately reported to the Theater's House Manager on duty.
- Any questions, please contact the Solvang Festival Theater's Business Office.

Solvang Festival Theater Business Office Contact Information

Solvang Festival Theater
P.O. Box 917
Solvang, CA 93464
(805) 686-1789 Office
(805) 686-5912 Fax

Email: info@solvangtheaterfest.org

www.solvangtheaterfest.org

Scott Coe, Executive Director
Office: (805) 686-1789
E-mail: exec.director@solvangtheaterfest.org

House Manager(s): HouseManagers@solvangtheaterfest.org

or call Jenny Miller (805) 717-5000.