



ADMINISTRATIVE POLICY

Performing Arts Center Facility Regulations

A. Purpose

The Performing Arts Center operates under the jurisdiction of the City of Lake Forest and is intended primarily for social, cultural, educational, and recreational programs that benefit the community. Individuals, community, and business organizations are permitted and encouraged to use the center, which is available on a reservation permitted basis. City employees have the authority to enforce all rules and regulations governing the use of M.C. # 13.02.112.

B. Applicability

This policy applies to all members of the public participating in any City event and/or function within the City of Lake Forest Performing Arts Center facility.

C. Provisions of the Policy

General Policies

1. Permits will only be issued to persons 21 years of age and older. The person signing the permit **must be present at the event**. A picture I.D. is required to verify age and/or residency. All correspondence and communication will be sent to the individual and address listed on the permit.
2. The group representative requesting a permit must meet with Community Services staff prior to any approval for the use of a facility.
3. The City reserves the right to deem any activity inappropriate for the Performing Arts Center.
4. Approval for use of the Performing Arts Center will be on a first-come, first-served basis and will depend upon space availability. Requests to use the Performing Arts Center for multiple consecutive days will be evaluated based upon space availability.
5. If the request is approved, the permit will be signed by Community Services staff and a copy will be provided to the authorized signee for the rental application.
6. Facility reservations are booked up to 1 year in advance.
 - a. Requests for use of the Performing Arts Center must be received no less than 30 days in advance unless approved by the Community Services Director or his/her designee.
7. No permanent rental or assignment of the facility shall be made to any individual or organization. There will be no more than 12 rental days per fee group classification per calendar year, including but not limited to churches, schools, businesses, organizations, clubs, and other agencies not mentioned.
8. Once a permit is approved, payments may be made during business hours.
9. City-sponsored or co-sponsored uses shall have precedence over all other users. In the event of a scheduling conflict, the Community Services Director, or designee, reserves the right to reschedule any user or group. Scheduling of the reserved uses and contractual recreation programs will be carried out at the discretion of the

Community Services Director or designee in a fair and equitable manner, to serve the recreational, social, cultural, and educational needs of the public.

10. Facility is available for fundraising events that are conducted for municipal recreation and park improvements, charitable purposes, or for social betterment by local, non-profit organizations.
11. Local organizations may schedule political forums. The facility may not be used for political campaigning or political fundraising.
12. City staff reserves the right to full access and inspection of all facility reservation areas at any time.
13. The City is not and shall not be held responsible for the loss, damage or theft of equipment or articles owned or controlled by facility users.
14. A certificate of insurance, security, and additional forms may be required for events, programs, activities, and meetings at the discretion of City staff.
15. Approved alcohol permit and general liability insurance must be obtained for alcoholic beverage consumption.
16. The City reserves the right to require security measures and personnel for any event. Based on the nature of activities, the number of participants, and alcohol provision, additional staff or security guards may be required at the renter's expense.
17. Law enforcement or security guard present at a rental activity, may ask a rental attendee to vacate the facility if they do not adhere to facility rules.
18. The City shall not accept any legal responsibility for any act or incident arising from use of its property or equipment by any organization or group.
19. Staff reserves the right to monitor, regulate and/or terminate the volume of amplified sound as to not disrupt other rental groups or residents. Rental groups shall be respectful of this requirement or the rental permit may be terminated, and group asked to vacate the premises.
20. Staff is not authorized to sign or accept any deliveries. All deliveries must be accepted by someone involved with the event within their reserved time.
21. Staff has the authority to suspend and/or terminate the use of the facility without refund to those groups or individuals not complying with established policies and procedures.
22. Interpretation and application of these regulations or other requests which are not specifically addressed in this document may be approved at the sole discretion of the Community Services Director or designee.
23. Performing Arts Center facility rentals are available: Wednesday (rehearsals only), Friday, Saturday and Sunday, from 10:00 a.m. to 10:00 p.m. There is a 4-hour minimum rental time period.
24. A vendor must have all required city approved permits for retail sales as per the MC # 13.04.016.
25. All activities shall be conducted in accordance with applicable laws, rules, regulations, and City ordinances.

Facility Guidelines

1. All ticketed theater performance events require renter to designate a person within their rental group as a House Manager. The House Manager will be responsible for overseeing the box office operations (if rented), lighting and sound technician instructions, attendee seating, and any backstage activities.
2. Facility renter is required to provide a list within 60 days of event of all service vendors, such as equipment rentals (i.e. props, risers, etc.) or entertainment companies, who will be entering the facility to assist in event set-up. All service vendors must provide proof of

- insurance within 2 weeks of event. Any vendor not on this list will not be allowed to enter and deliver items.
3. The facility user is responsible for leaving the facility and its contents in the same condition in which these were found.
 4. Rental permit must include any set-up and/or rehearsal time the user may require and breakdown time to return the facility to its original condition.
 5. If an event continues after the permitted ending time, the City will assess an hourly fee to the group charged against the deposit.
 6. Post-function: removal of all non-City equipment, decorations, and props from the facility at the conclusion of the function is required. Exceptions can be made for late evening events for equipment from rental companies with the approval of City staff. Items must be picked up by the opening of the facility the following day and applicant or approved event contact must be on site to ensure pickup of items.
 7. Storage space is not available for groups using the facility. Exceptions may be made with City staff approval for large sets and props with consecutive performance days.
 8. The facility user is responsible for recycling and depositing all trash into appropriately labeled trash receptacles. All leftover food must be thrown away or taken to the OC Foodbank. Food cannot be given to the homeless. Users who will have food sold or served as part of their reservation are required to recycle all food waste (organic waste) into food labeled food waste receptacle. Dependent on the nature of the event, City staff may require applicant to develop a recycling plan and any additional trash and recycling services in addition to City's current service levels at the applicant's expense.
 9. No persons shall willfully mark, deface, disfigure, tamper with, displace, or remove any part of the Performing Arts Center or the contents therein. Lobby furniture may not be moved.
 10. The Performing Arts Center is a non-smoking and drug-free facility. The use of tobacco products is NOT permitted. Patrons who wish to use tobacco products may do so outside of the facility.
 11. Children under the age of 18 must be supervised by an adult while in the facility. An adult chaperone (21 years of age or older) will be required for every ten youths (17 years or younger) participating in a rental or event. A list of chaperones may be required by City staff prior to permit issuance.
 12. No admission fee may be charged without City staff approval.
 13. Parking is allowed in designated parking spots only. There is no fee for parking at the Performing Arts Center for City events or private rentals. Charging for parking is prohibited. The City of Lake Forest is not responsible for any lost, stolen or damaged items in the facility parking lots or structures.
 14. Persons using the facility shall obey all posted signs.
 15. The Performing Arts Center is not available for rentals on the following city-recognized holidays:
 - a. July 4th
 - b. Labor Day
 - c. Veterans Day
 - d. Thanksgiving Day
 - e. Friday after Thanksgiving
 - f. Christmas Eve (after 5 p.m.)
 - g. Christmas Day
 - h. New Year's Day
 - i. Martin Luther King Day
 - j. Memorial Day

16. No pets are allowed within the facility with the exception of trained service dogs.
17. Courtesy and safety are expected. Equipment abuse, profanity, and fighting are unacceptable behavior and may result in an extended suspension from the Performing Arts Center.
18. Confetti, glitter, rice, birdseed, and fireworks are not permitted in or around the facilities at any time.
19. Absolutely no weapons are to be brought into the Performing Arts Center.
20. Use of any type of candles or pyrotechnic devices in the Performing Arts Center are prohibited.
21. City staff will be responsible for room/facility set-up according to the user's submitted room set-up diagram.

Stage and Performance Information

1. Normal heating and air conditioning, stage draperies, basic in-house stage lighting equipment, basic in-house sound equipment, dressing area, and backstage facilities are included in rental. Lighting and sound equipment may only be operated by City approved technicians (See Sound/Light Technician Services section).
2. Set building or artwork, painting, etc. is not allowed in the Performing Arts Center.
3. All drops, banners, curtains, drapes, and set pieces must be flame retardant. All sets, drapes, and technical equipment are subject to Fire Marshall inspection.
4. Decorations and sets must be freestanding or tabletop. Nothing may be hung from the walls, ceilings, or affixed to any surface by tacks, staples, nails, tape, or any foreign materials, unless approved by City staff.
5. The entrances and exits to the Performing Arts Center theater are not designed for passage of set pieces, stage props, concert instruments, or other equipment. These items will only be allowed through the backstage loading areas. All doors and emergency exits must remain unobstructed.
6. Two-wire (ungrounded) electrical devices, except those that are internally grounded and insulated, are prohibited.
7. Rigging is not available for scenery, flats, banners, pulleys, etc.
8. Renters may utilize the stage grand drape after City staff demonstrates proper usage.
9. If renter uses wireless devices such as microphones or radios other than those provided by the facility the frequencies of the devices must be cleared in advance, as they may conflict with other wireless communications at the Civic Center.
10. Renter must discuss all set and light designs at least 2 weeks prior to first day of rental. Any special effects that could involve potential risk to participants or facilities must be approved by City staff before first use in a rehearsal. Artificial smoke, fog, haze, or snow may be allowed with City staff approval.
11. The Performing Arts theater has one dressing room available for use with rental. This dressing room has seating and mirrors for 9 people. This room has the option to be split into two separate dressing areas. Maximum capacity is strictly enforced in this area. Facility user may rent additional rooms at the Community Center for extra staging and prep areas (See Community Center Regulations).
12. Renter shall provide a list of all persons authorized to enter backstage and dressing room areas no later than one 1 week prior to first rental date. Performers, crew, and organization participants shall only enter and exit backstage areas through the side stage doors.

Box Office, Ticketing, and Advertising Information

1. Ticketing for all events is the renter's responsibility.
2. Box office must be rented to sell tickets onsite. A ticketing system must be in place to

assure occupancy capacities are maintained. If the box office is being rented, then the lobby must be rented with stage as well.

3. The seating capacity of Performing Arts Theater is 200. There are no exceptions.
4. Standing or sitting in the aisles is not allowed in any circumstances. Every person, including performers and company personnel, must be in a seat for purposes of watching any performance or event. Renter must account for this in maximum seating capacity.
5. If you are selling tickets for your event through a third-party distributor (such as Goldstar or Brown Paper Tickets), you may list the Performing Arts Center as the venue, but you must explicitly declare that your event is a rental and is in no way associated with the Performing Arts Center, the City of Lake Forest, or its affiliated entities.
6. The Performing Arts Center reserves the right to cancel ticket sales that are handled inappropriately through the ticket box office.
7. The City of Lake Forest will not issue exchanges or refunds on tickets sold by renter.
8. The Performing Arts Center has instituted a strict line policy. There will be absolutely NO line ups at the Performing Arts Center box office until 1 hour prior to the event.
9. The Performing Arts Center cannot advertise on behalf of any renter. This includes print, digital media, television, radio, and signage.
10. All advertisements or notices generated by the renter must not indicate, insinuate, or imply any endorsement by the Performing Arts Center, the City of Lake Forest, or its affiliated entities.
11. The hanging of event signage outside of the Performing Arts Center is strictly prohibited. Internal signage related to the event may be placed in the lobbies on the day of the event with City staff approval.
12. The following must be printed in all programs or schedules for events or activities in the Performing Arts Center:
 - a. No food, drink, gum or tobacco products are allowed in theater.
 - b. Please do not place your feet on the backs of the seats.
 - c. Do not throw any items onto stage area.

Concessions Information

1. The Performing Arts Center will only allow concession sales in the lobby. The lobby must be approved for rental in order for concession sales to be allowed.
2. Concessions are limited to prepackaged goods and must be approved by City staff. All renters must have appropriate temporary health permit from the County of Orange Health Department (TFF Category 1A).
3. Eating and drinking are not permitted at any time in the theater. All food and drink must be consumed in the lobby.
4. If you would like to include alcohol, please refer to alcohol policy section.

WHAT THE PERFORMING ARTS CENTER PROVIDES:

- a. Use of a specially designated space and public areas.
- b. Use of existing electrical and water utilities.
- c. Table and chair set up within the lobby as specified on the permit.
- e. Audio-Visual equipment (with appropriate technician fees).
- f. Staff on-site during the function (with appropriate fees).

WHAT THE GROUP IS TO PROVIDE:

- a. Any additional equipment and/or event crew that is not provided by the Performing Arts Center at the group's expense.

- b. A detailed facility diagram for the lobby area must be submitted to City staff when the application is submitted. Failure to provide a set-up diagram will result in a default set-up that will not be changed by staff.

General Fee Information

The Community Services Department assesses usage fees according to the City Council approved fee schedule contained in Resolution No. 2019-19.

1. All fees are based on an hourly facility rate schedule. City staff will determine the rental rate after the submission of the authorized signer's rental application. Applicants requesting resident rates will be required to provide proof of residency. Groups requesting the non-profit rate schedule will be required to provide documentation verifying their non-profit status of a 501(c)(3) or otherwise approved non-profit agency as defined in the IRS tax code.
2. Additional fees may also be assessed for the serving of alcohol, additional services and/or equipment required by the group or deemed necessary by Community Services staff.
3. All Facility deposits are due at the time of approval of the permit application to bind the rental use agreement. Performing Arts Center rental fees are due at least 30 days in advance of the first permitted date.
4. All fees, including deposit, will be processed (deposited) as received.
5. Renters, at their own expense, may be responsible for providing proof of General Liability Insurance (i.e. special event insurance) naming the City of Lake Forest as an additional insured based on the activity and/or number of participants. The following are some criteria, while in no way meant to be inclusive, that could determine whether a renter may be required to secure General Liability Insurance:
 - a. Any rental that includes third party set-up or providing entertainment.
 - b. Any rental activity that is co-sponsored by the City.
 - c. Any rental that involves some type of physical/strenuous activity or competition.
 - d. Any rental that may have an attendance of more than 50 people.

Staffing Fee Information

1. The City reserves the right to require City Staff at any activity held in the Performing Arts Center. All rentals in the Performing Arts Center will have 2 staff present during all rented times.
2. The flat rate for staffing is \$25 per rental hour.

Sound and Light Technician Information

1. If your rental requests access to sound and lighting for a performance or production, 1 lighting and 1 sound technician will be arranged by the City at the applicant's expense. Information regarding charges for technician services will be provided to the applicant upon facility booking, subject to change if the terms and parameters of the reservations are modified.
2. The technician fees will equal actual city cost for services and be added into applicant's total fees.
3. Only technicians are allowed to control city owned lighting and sound equipment. In addition, only technicians and House Manager, as designated by rental applicant, may access the Performing Arts Center lighting and sound control booth located on the catwalk.
4. Any additional sound, lighting or projection equipment that a user needs to hook up must

be approved and tested by City staff 2 weeks prior to rental.

Alcohol Guidelines

1. Any rental that will be serving alcohol requires documentation of the following, as applicable and must be supplied to City staff at least 30 days prior to the event:
 - a. General Liability Insurance with proof of one million dollars general liability per occurrence naming the City of Lake Forest officials, employees, agents, and volunteers as additionally insured on a separate endorsement page based on the activity and/or number of participants. A Host Liquor Liability Endorsement must be included in the General Liability Policy.
 - b. An alcohol license is required if alcohol is to be served during any scheduled activity. Alcohol licenses are issued to those selling alcohol, non-profit organizations and caterers only through the State Department of Alcoholic Beverages and Control (ABC). For more information and applications contact (657) 205-3533.
2. All rentals that will have alcohol served at their event will be assessed a 10 percent charge added onto the base room rental fee.
3. Alcoholic beverages are permitted only within the confines of the Performing Arts Center. Beer kegs may be allowed with advanced City staff approval.
4. Alcohol may only be served by licensed caterers during any permitted event.
5. Applicants indicating the intent to serve alcoholic beverages will **not** be approved or permitted for any activity that has been, in the City's sole discretion, determined to have a youth emphasis. (i.e. birthday parties for minors or other student activities)
6. No alcoholic beverages will be sold to a guest who appears to be overly intoxicated or inebriated.
7. Anyone who appears intoxicated upon arrival to the Performing Arts Center will not be allowed to enter the facility.
8. The consumption of alcoholic beverages is prohibited during set-up and clean-up time.
9. City staff reserves the right to terminate alcohol consumption at any time:
 - If conditions or behaviors are deemed unsafe
 - At the request of the authorized signee of the rental application
 - In the event of a violation of the terms of the Facility Use Permit, facility rules, or local, State or Federal laws
10. All individuals purchasing or consuming alcohol must be at least 21 years of age and furnish proper identification upon request. Vertical Drivers Licenses will not be accepted.
11. Alcohol is only permitted in staff designated reserved rooms and is NOT allowed to leave the facility.
12. Alcohol will be limited to service of 2 drinks per customer bar trip during public and private events.
13. The City will require and arrange for the use of security guard services whenever alcohol is served (at the renter's expense). The number of security guards and estimated costs of these services will be determined by event type, expected attendance, and other factors.

Security Services Guidelines

1. The City reserves the right to require security guard services at any activity held in the Performing Arts Center. Security services will be arranged by the City at the applicant's expense. Information regarding charges for security guard services will be provided to the applicant upon facility booking, subject to change if the terms and parameters of the reservation are modified.
2. The security guard fee will equal actual city cost for services and be added into applicant's total fees.

Security Services Scheduling:

Non-Alcoholic Events: 1 guard with 100 people or more, per City’s discretion
Events with Alcohol: 1 guard per each 75 in attendance, per City’s discretion

Janitorial Services Guidelines

1. The City reserves the right to require janitorial services at any activity held in the Performing Arts Center. All rentals in which tickets were sold for an event or performance will require adding on the janitorial service fee.
2. The flat rate for janitorial services is \$125 per rental.

Rental Applicant Group Classifications

- GROUP 1** CITY SPONSORED OR CO-SPONSORED
Resident Non-profit organizations conducting social, cultural, educational or recreational activities are considered in this group.
- GROUP 2** RESIDENT NON-PROFIT ORGANIZATION
Resident Non-profit organizations conducting social, cultural, educational or recreational activities are considered in this group.
- GROUP 3** RESIDENT PRIVATE PARTY
Residents requesting use for a private party.
- GROUP 4** NON-RESIDENT NON-PROFIT ORGANIZATION
Non-resident Non-profit organizations conducting social, cultural, educational or recreational activities are considered in this group.
- GROUP 5** NON-RESIDENT PRIVATE PARTY
Non-residents requesting use for a private party.
- GROUP 6** RESIDENT BUSINESS / COMMERCIAL
Business and/or commercial group requesting rental of the facility.
- GROUP 7** NON- RESIDENT BUSINESS / COMMERCIAL
Business and/or commercial group requesting rental of the facility.

GROUP 2 & 4 REQUIREMENTS:

All non-profit organizations requesting Group Classification 2 & 4 will be asked to submit proof of non-profit status (federal and/or state tax exemption determination letter required). To qualify for non-profit status, an organization must be organized and operated for the purpose described in the Revenue & Tax Code Sections (23701a-23701z).

HOURLY RENTAL RATES

Facility	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7	Deposit
Stage	No Charge	\$125	\$125	\$150	\$175	\$200	\$250	\$500
Stage & Lobby	No Charge	\$150	\$150	\$175	\$200	\$225	\$275	\$500
Box Office	No Charge	\$50	\$50	\$50	\$50	\$50	\$50	n/a

Special Notes:

1. The Performing Arts Center has a 4-hour minimum rental.
2. Facility fees will not be prorated for less than 1 hour.
3. For events with alcohol, a 10 percent surcharge will be added to total base rental fee.
4. Staffing fee required for all Performing Arts Center rentals.
5. Janitorial fee required for ticketed events.
6. Fees and policies are subject to change per administrative action.

DAMAGE AND DEPOSITS

1. A pre- and post-function walkthrough will be required. The Performing Arts Center staff will visually inspect the building immediately before, during and after a function with the authorized signer and/or event contact on the rental application. Within 2 weeks, City staff will contact the group to discuss any issues noted during the walkthrough and the course of action to be taken.
2. The authorized signee of the rental application is required to attend the duration of the rental activity and remain on the premises.
3. At the conclusion of a rental, the cleaning deposit will be refunded if the facility is left in acceptable condition. A portion or all of the cleaning deposit may be withheld in the event the City must clean or repair damage to any part of the facility (i.e. carpets, walls, restrooms, tables, chairs, equipment, etc.). A check will be issued by the City of Lake Forest Finance Department and may take up to 4 weeks to be processed. The check will be mailed to the individual at the address on the rental application unless otherwise requested.
4. Damage fees are assessed in the following situations or as deemed necessary by City staff based on the Facility Inspection Report:
 - a. Removal of carpet stains requiring more than standard extraction techniques.
 - b. Stains on walls.
 - c. Broken furniture and/or equipment.
 - d. Defacement of any part of the interior or exterior of the building.
 - e. Damage created by improper use of equipment or non-compliance of facility rules.
 - f. Equipment found to be missing as a result of a group using the building.
 - g. Police called for emergency / disturbance.
5. Damage fees are based on replacement or repair costs incurred by the City and may exceed deposit amount. *The City may take legal action to recover these costs.*

Cancellation Policy

1. All cancellations must be submitted in writing.
2. Rentals affected by inclement weather will be addressed on a case by case scenario based on space availability.

Written Cancellation Notice	Facility Deposit Refund	Facility Fee Refund*
30 Days or more	0%	100% less Deposit
29 Days – 15 Days	0%	50% less Deposit
14 Days or Less	0%	No refund

*Less any costs incurred for technicians/staffing/security guard services/janitorial services

D. Staff Responsibilities

1. Documentation: All situations resulting in cancelling or terminating an activity or permit of a renter will be documented in a City of Lake Forest Incident Report.
2. Notification: Staff shall provide a written notice explaining the violation and cause of the cancellation to any person who has their permit cancelled or terminated.
3. Retention: Incident Reports and Written Notices shall be retained per the City's Records Retention Policy.

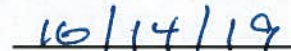
E. Appeals

Applicants who are denied a rental permit shall have 10 days from the date of the denial to request an appeal hearing with the Director of Community Services. The appeal request shall be in writing and submitted to the Director. Within 20 days of receiving the appeal request, the Director shall provide the appeal hearing. The Director shall have the right to grant the applicant a permit and authorize the rental, uphold the denial, or take any other action deemed appropriate. The denied applicant may appeal the decision of the Director to the City Manager or her designee. The City Manager or his or her designee's decision on such appeal shall be final.

F. Authority

This Policy is adopted pursuant to the authority granted in and consistent with Chapter 13.04 of the Lake Forest Municipal Code, along with the authority of the City Manager. This Policy may be amended at the discretion of the City Manager at any time.


Debra Rose, City Manager


Date