

Southwest Performing Arts Theatre (SWPAT)

Regulations

Facility Scheduling

The SWPAT maintains an interactive calendar of events, accessible by anyone wishing to view upcoming events and to submit dates for approval. This interactive calendar can be found at www.southwesttheatre.com or www.cuhsd.net This calendar is a revolving, interactive open calendar using an 18 month maximum booking span

Requests submitted will be reviewed, prioritized and approved as per availability. The theatre can be booked anytime throughout the year. All Facility Use Requests must be preceded by the event being added to this interactive calendar (please see Theatre Booking Instructions).

Because of our e-mail approval system, requests submitted with no corresponding calendar event cannot be processed and will be returned to the requester.

Due to certain resource allocation restrictions and possible scheduling conflicts, Facility Use Requests must be received by the theatre at least 10 working days prior to an event

Priority Chart			
USER CLASS	USE TYPE	USE LENGTH	DISPLACEMENT EFFECTS
C.U.H.S.D.	Performance	Single Performance Time Specific	No Changes
Outside Org	Rehearsal	Tech/Dress/Hell Week	Minimum Changes to Existing Technical Features
	Load In/Out	Bldg / Crew / Management Hours	Rehang / Repatch

Requests may be approved or denied based on a varied amount of reasons: Safety concerns, time between events, time required to change over sets, lighting and audio equipment. Conflicting events outside of theatre (Gym, Football Field, Graduation etc.) Event not approved or cancelled in the best interest of the School District

The purpose of the Southwest Performing Arts Theatre scheduling procedure is to provide as fair and reasonable access to the building as possible. While CUHSD members have the highest priority of use, said priority does not guarantee exclusive use of the building during the scheduled time. The District Administration reserves the right to alter, change, amend or reconfigure the schedule as it deems fit. This means that a previously scheduled and approved event may be shifted so that another group or organization may use the building for a short-term, time specific event. The week before a performance (known as "Hell Week") shall be left intact as much as is possible.

Arbitration of cancelled / unapproved events will be handled by the Site Administrator

Building Hours

Typically there are very few restrictions to building hours as these are governed by personnel requirements. **This building cannot be operated in the absence of support personnel.** Available hours of operation are generally governed by the facility user's production schedule. This facility operates under the California Labor Code and enforces employee breaks and mealtime requirements. Rehearsals, Performances and general services must be scheduled to stay within an **8** hour work schedule. These requirements should be discussed with the Theatre Manager during your **Production Advancing Meeting**.

Facilities & Equipment

The user is required to provide all necessary technical information no later than fourteen (14) days prior to the first day of occupancy. Generally the user will provide said information in a pre-production meeting at the SWPAT, but may provide written specifications with a follow-up by telephone. The SWPAT Facility Information Sheet is to be filled out with all necessary information the SWPAT needs prior to the event.

The more complete and accurate the information provided, the better the SWPAT service will be. The SWPAT will not be responsible for problems resulting from inadequate advanced planning. The SWPAT manager and his assigned representatives reserve the right to alter any aspect of a production, once known and with immediate response, of which there is a question of safety for participants and/or protection of SWPAT Facilities and Equipment.

Obstructions

No portions of the sidewalks, entries, halls, elevators, emergency exits, and ways of access to public utilities of the premises shall be obstructed by the user. Any damage resulting from any abuse or of any misuse of any portion, facility or equipment, of whatsoever character, shall be paid by the user.

Parking

The SWPAT does not guarantee parking for its users or staff and patrons. The granting of a contract to use the SWPAT does not grant exclusive use of any parking area, and shall in no way obligate the SWPAT to provide parking for the user. Trucks carrying equipment to be used by the user in the production of the event will be loaded, unloaded and/or parked at the exclusive direction of the SWPAT management.

Broadcasting & Recording

No event may be photographed in the SWPAT, nor may it be broadcast, video taped, audio recorded or otherwise reproduced without the express consent of the SWPAT. The location of cameras and video equipment is subject to approval by the SWPAT manager. Outside individuals/businesses (i.e. video, audio, photography) providing service for a profit, are considered to be a third party vendor. Additional support charges and/or a separate user agreement may be required.

Storage

In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the SWPAT, neither the SWPAT, nor its officers, agents nor employees shall be liable for any loss, damage or injury to such property.

Smoking

Smoking is not permitted in any area of this facility or on campus. The user shall be responsible for enforcing the no-smoking regulation. Failure on the part of the user to enforce this regulation shall constitute a breach of contract and can, at the option of the SWPAT, cause the termination of said agreement as well as refusal of future usage.

Entrances

All performers and participants must use the back stage entrance for rehearsals and prior to any show. No other doors are to be used by performers or stage personnel; nor will any doors be propped open. Audience members will be allowed into the hall upon notification of the performance group and contract users; however, the SWPAT shall determine if and when the doors are to be opened.

Objectionable Persons

The SWPAT reserves the right to eject from the premises any objectionable persons; and neither the SWPAT nor any of its representatives shall be liable to the user for any damages the may be incurred by such action.

The term "objectionable persons" shall include those persons by virtue of disorderly conduct, drunkenness; disruptive behavior violation of building policy or laws makes the proper conduction of business difficult or impossible.

Laws & Licenses

The user shall comply with all laws of the United States, the State of California, the City of El Centro, and the rules and regulations established by designated officers of the Central Union High School District Governing Board.

The user shall obtain all licenses and permits required by the laws, ordinances, rules and regulations needed for the engagement. The SWPAT shall have the right to require the user to furnish satisfactory evidence that it has obtained all such licenses. The SWPAT manager will have the final say in all matters of permitting and licensing requirements.

Rehearsal Attendance

Rehearsals are defined as productions performed without an audience or with no more than fifty (50) people watching the production. If the user exceeds the stated maximum, the user shall be responsible for payment of performance rates for the days applicable.

Security

Authorized representatives of the SWPAT shall be on duty during the time any facilities are being used under contract. **All events will be required to have proper security. All costs for adequate supervision shall be the responsibility of the user.** This shall include proper police and fire protection. The presence or lack of security shall not alter the fact that the Central Union High School District, under the terms of the agreement, assumes no liability for the loss, theft or damage to the property of the user. The SWPAT reserves the right to retain security, at the cost to the contract user, if determined necessary. The Site Administrator or designee shall remain the highest authority pertaining to all matters at the Southwest Performing Arts Theatre.

Insurance Requirements

A comprehensive liability policy at a minimum level of one million dollars combined single limit shall be provided by the user. Proof of insurance with "Central Union High School District named on the certificate of insurance policy as "Also Insured" must be provided prior to the first day of occupancy. The period of coverage shall be throughout the term of the agreement, at the user's sole cost. This insurance shall be a broad-form, general public liability insurance against claims and liability for personal injury, death or property damage arising from the use, occupancy or disuse of the SWPAT or adjoining areas and ways. Additional limits and qualifications may be specified by the SWPAT as deemed necessary.

Royalties & Dues

The user shall be responsible for ASCAP, BMI and any other royalty fees associated with the user's event. Theatrical presentations requiring contracts with Samuel French, Music Theatre International or other companies shall be the responsibility of the user and at no time shall the SWPAT be expected to enter into such agreements in any way. The SWPAT may refuse rental to any group which is not in good standing with any theatrical play/music service. The user shall be solely responsible for all contracts and fees associated with the employment of its own personnel, including actors, technicians, directors, choreographers and all other artistic labor.

Food, Drinks and Concessions

Food and Drinks are strictly prohibited in the theatre, but given the nature of the climate in our area the School District has made an exception for bottled water. The responsibility of enforcement of this rule lies with the renter; **failure of enforcement will lead to the charging of extra fees, possible immediate termination of facility use and ineligibility for future use.**

As a general rule the SWPAT will receive 15% of the gross less taxes of all concession sales. In special circumstances this fee may be negotiated. There will be no sales of canned or bottled drinks other than water and no sale of pre-packaged food items. A list of intended items to be offered for sale should accompany the Facility Use Request Form.

Supervision

Any School related or School sponsored event from *any* District will be required to have an Administrator or Administrative Designee on site for all performances. Administrators *must* remain on site for the entire event. Please contact the Theatre Manager for specific details.

Right to Alter Manual

The Central Union High School District / Southwest Performing Arts Theatre may change, alter, amend or cancel any or all of the articles of this Administrative Regulations Manual at any time without notice.

Contact Information

Please Address Questions and Date Requests to:

Theatre Manager c/o
Southwest Performing Arts Theatre
2001 Ocotillo Dr
El Centro, CA 92243

Tel: (760) 336-4229
Fax: (760) 336-4244
Ticket Booth: (760) 336-4228

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