



City of Hermosa Beach ~ Community Resources Department

2ND STORY THEATRE

710 Pier Avenue

Hermosa Beach, CA 90254

(310) 318-0280 www.hermosabch.org

RULES AND REGULATIONS FOR 2ND STORY THEATRE USERS

CITY RULES

1. The Community Resources Department reserves the right to assign additional staff members, police, fire personnel or require security guards if necessary to ensure the smooth and safe operation of the 2nd Story Theatre.
2. The City will not provide for box office attendants, ushers, stage hands, follow spots or stage managers. The city House Manager is assigned to specific duties and is not responsible for any production work. A City House Manager is required for all show dates and may be required, as determined by staff, for other rental times.
3. The assigned technicians will operate all house lighting and audio systems, unless specific arrangements are made at least two (2) weeks prior to rental. Groups renting the playhouse may not operate any house technical equipment without the written permission from the Recreation Supervisor.
4. Insurance: Unless greater coverage is requested, renter agrees to furnish the City of Hermosa Beach a certificate of insurance for \$1 million comprehensive general liability insurance covering the entire period of this permit, naming the "City of Hermosa Beach, its officers, agents, and employees as additionally insured." Insurance is to be placed with insurers with a current A.M. Best's rating. Insurance can be obtained through the City, if requested.
5. Proof of Licensure: The User shall obtain all required licenses, pay any and all licensing fees (royalties) and secure all permits necessary to present its performances. The user will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used on the premises and incorporated in the event. The User must submit proof of licensure as well as confirmation of the execution (payment) of said Agreement(s). Proof of licensure is due two weeks prior to arrival. Failure to submit may result in cancellation of your production.
6. Renter is responsible for all damages to the 2nd Story Theatre caused by, arising out of, or in any way connected to this event. Any fees associated with damages will be deducted from the \$250 damage deposit or charged to the user should the damages exceed the deposit.
7. All members of the Community Resources Department or other responsible City employees are empowered by the City to use all necessary means to enforce these rules.
8. The City reserves the right to terminate the contract with the renter at any time without advance notice and on cause deemed sufficient by the City.
9. Open flame of any kind is not permitted in the theatre, the stage, or lobby area.
10. Included in the theatre rental is: the 2nd Story Theatre, including backstage area, and box office.
11. No disposable polystyrene food containers (Styrofoam) allowed. **PER CITY MUNICIPAL CODE 8.86.010**
11. No smoking within 20 feet of all building entrances. **PER AB 846 (VARGAS) CHAPTER 342, STATUES OF 2003**

HOUSE RULES

1. **There will be no food or drink in the theater or on the stage at any time.** If serving concessions, user must rent Room 7 (if available) where the foods and drinks will be contained. Additional fees and deposits are required.
2. No jumping up or down from the stage to the theater floor; stair units have been provided. Any stunts or potentially hazardous activities must be approved by the Recreation Supervisor prior to rental of the theater.
3. Smoking is strictly prohibited in the building or theatre.
4. Renter is responsible for conducting an orderly event and at the conclusion must remove all stage, sets, equipment, costumes, tickets, spike tape and supplies from the theater.

PAYMENT PROCEDURES

1. **All fees are due two weeks prior to arrival.** This includes rental fees, staff fees, damage deposit, clean up fees, and insurance premiums. Failure to pay all fees by the due date will result in possible cancellation of your production.
2. All payments must be in the form of Cashier's Check, Cash, Credit Card (VISA or MasterCard ONLY) or Money Order. Please make all payments made payable to "City of Hermosa Beach".
3. Refund of damage deposit fees not utilized will be returned and mailed 4-6 weeks after the event.
4. City will retain the entire damage deposit and will bill the payee for any damages, loss of equipment or staff fees incurred that exceed the damage deposit.

CANCELLATION/CHANGE POLICY

1. All cancellations received in writing two (2) weeks prior to the company's arrival will receive a full reimbursement of all fees paid less application fee (\$100).
2. All cancellations received in writing in less than two (2) weeks of the company's arrival the company will forfeit all rental fees, staff fees, and application fees.
3. Any additional rental hours or staff fees incurred will be deducted from the damage deposit (when applicable).
4. Any changes made to the schedule must be made in writing or in person to the Recreation Supervisor. Changes requested less than thirty (30) days prior to load in are not guaranteed, although staff will do their best to accommodate any requests.

ADDITIONAL RULES AND REGULATIONS MAY BE IMPOSED AT STAFF'S DISCRETION