

SOMArts RENTAL POLICIES

BASE RENTAL RATES

Room rental rates are a base rate that include access to the room or combination of rooms you have rented from 9:00 AM to 2:00 AM on the day of your rental, with access to 20 amp (wall sockets) circuits, and work lights. It also includes the pre-installed, standard house rep. lights to be used during the contracted event time (i.e. not during load-in, rehearsal and not to serve as work lights, etc.). Additional fees for building manager(s) outside of normal operating hours will also be required (see "Building Manager" section). Please be aware that almost all events require additional charges for labor, audio, video, lighting, additional electrical needs and equipment (see below). SOMArts operates on a 2-tier pricing structure for base rates: standard and non-profit. To qualify for the non-profit rate, your organization must have proof of 501(c)3 tax exempt status from the IRS or proof of fiscal sponsorship by an umbrella 501(c)3 organization.

ACCESS

Hours specified in the SOMArts Contract are the ONLY hours the Client and/or designated representatives and vendors can be on the SOMArts grounds or in the building. An event timeline is required two weeks prior to any event including setup, breakdown, cleanup, delivery and departure schedules. A list of vendors' names and contact information (email and phone) who will require access to SOMArts is also required two weeks prior to any event.

Event hours outlined in the SOMArts Contract specify when guests/patrons will be present. Events, installations and de-installations must end at the time designated in the SOMArts Contract. Occupancy fees incurred for use beyond rental period will be deducted from the event deposit or billed to the Client. SOMArts current Events Regulations state that "Events taking place in the building can only be open to the public between the hours of 8am and 2am."

BUILDING MANAGER

Base rental rates include one on-site Building Manager during our normal building operating hours: Monday through Friday 9:00 AM to 7:00 PM and Saturday 11:00 AM to 5:00 PM. A SOMArts staff Building Manager is required to be on-site at all times during your load-in, event and load-out. If a building manager is required for hours outside of our normal operating hours, you will be billed at the rate of \$35/hour per building manager. Events with attendance greater than 250 people require 2-3 building managers and events with attendance of 500 or more people require 3-4 building managers. The number of building managers required is determined by the scale of the event and is at the discretion of the Events Manager and Facilities and Technical Operations Manager.

MINIMUM LABOR CHARGES

Each event requires a minimum of 8 hours of installation and 4 hours of restoration by one SOMArts staff member at the rate of \$35/hour. This minimum is based on average event installation and restoration needs. Labor may be reduced or added based on the client's and event's needs. Additions and reductions in labor are at the supervision and discretion of the Facilities and Technical Operations Manager and are based solely on the requirements of the client and event. Labor charges for installation, running crew and restoration fees will be detailed and adjusted (reduced or increased) in the final invoice for the event.

INSTALLATION

Installation of equipment, artwork, props, sets, furniture, lighting, AV equipment etc. requires advance written permission from the Facilities and Technical Operations Manager. Installations that require alterations to SOMArts physical plant are prohibited.

SOUND REINFORCEMENT

Please be aware that base rental rates do not include an audio system. SOMArts maintains an inventory of audio equipment and packages that are available to rent for additional charges. Please see our rate sheet for details. The client may also choose to supply their own sound reinforcement or contract through a third-party vendor. Additional charges may apply based on the electrical needs of client or vendor equipment. Rental and use of SOMArts owned audio and video equipment requires the set-up and operation by a SOMArts staff AV technician at a rate of \$35/hour with a 4 hour minimum. Overtime fees may apply based on the requirements of your event. Sound equipment rentals must be arranged at least two weeks prior to event date.



SOMArts
cultural center

LIGHTING

Base rental rates include work lights during the client's load-in, set-up, installation, rehearsal, strike and load-out. Base rates also include the house rep lighting plot for each room during the contracted hours of your event. The existing plot will be turned on at 100% intensity and must not require further adjustments. Should your event require changes or adjustments to the house plot(s), a lighting operator to make adjustments during the event and/or a lighting designer, it will require a SOMArts staff lighting technician, for which additional labor charges will apply. Minimum charges for lighting demands outside the pre-installed house rep plot are 8 hours of installation and 4 hours of restore at the rate of \$35/hour. Overtime fees may apply based on the requirements of your event. Actual labor costs for installation, operation, design and restoration will be invoiced accordingly. All lighting needs must be arranged for at least two weeks prior to event date.

OTHER EQUIPMENT

All equipment rentals and special requests should be made 4 weeks in advance for proper accommodation.

PAYMENT

To reserve the date a deposit of 50% of the rental fees is required, along with the signed contract. A refundable security deposit is due 7-days before the rental start date. Payment in full is accepted at any time, and is due in full 14-days prior to the rental. The balance of any additional fees incurred will be billed after the event and is due upon receipt of the invoice. Charges for damages, cleaning, additional rental fees, equipment rentals, services or labor, or violation of the contract will be invoiced on the final bill.

Make checks payable to: SOMArts Cultural Center. Include the reservation number on the check. Checks returned by the bank upon which they are drawn for any reason will result in a \$40.00 fee.

SECURITY DEPOSIT

\$500 - \$1,500 Refundable Security Deposit is required for all events. Amount of security deposit will be determined by type of event, room(s) rented and expected attendance. Areas used by Client must be restored to original condition to have the full security deposit returned. *See "Clean-up Checklist." Deductions will be made for any repairs, cleaning or restore of the rental space. Allow up to twenty-one (21) days after the Client provides SOMArts Cultural Center with final attendance figures (see below) for the deposit to be returned. If any portion of the security deposit is retained, SOMArts will provide a written report detailing the deductions.

Before the Client and their Production Manager vacate the building at the end of event, after full restore of space, the Client must do a walk-through with the SOMArts Building Manager. The final inspection will be conducted after the event's conclusion by the Facilities and Events Managers (within 1-3 days of the event) who may require the client to perform additional restoration duties. The final check-out process and refund of the client's security deposit is at the supervision and discretion of the Facilities and Events Managers.

It is the Client's responsibility to return all rented and borrowed items to the Building Manager and have the Building Manager check the items in. All items must be returned in the same condition they were received. Failure to return items or the return of items in unacceptable condition will result in additional rental, repair or replacement charges.

CANCELLATION POLICY

If rental is cancelled at least two (2) months prior to the rental start date the rental fee deposit will be refunded less \$100 administrative fee. If the rental is cancelled less than two (2) months before the rental start date and at least one (1) month before the start date half of the rental fee deposit will be forfeited. If the rental is cancelled less than a month and greater than fourteen (14) days before the rental start date the entire rental fee deposit will be forfeited. Cancellations less than fourteen (14) days before the rental start date will be charged the full rental price.

CANCELLATION OF LABOR ORDERS

Adjustments to production plans that involve changes to SOMArts staffing schedules require a 21 day advance notice. Cancellation of labor orders (labor line items in a quote or revised quote) with less than 21 days notice will be billed at 50% of the quoted labor price for the specified line item. Cancellation of labor orders with fewer than 14 days notice will be billed at 100% of the quoted labor specified line item.



INSURANCE

Client must provide liability insurance listing SOMArts Cultural Center and the City & County of San Francisco as additional insured, with at least \$1 million per occurrence. Proof of insurance must be provided at least two weeks in advance of event. If alcohol is served, alcohol liability insurance must be included.

The Client takes all responsibility and liability for items, both artwork and personal property, brought onto the SOMArts premises. The Client needs to take precautions to secure items to prevent theft and/or damage. SOMArts is not responsible for the client's lost, stolen or damaged property.

PERMITS

Client will provide any needed permits including but not limited to: ABC liquor license required if serving any alcoholic beverages, Fire Marshall Permit for use of propane or other heaters. If food is to be served, it can only be done by a licensed caterer or vendor. Copies of all permits must be submitted to the Events Manager at least 7 days in advance of your event.

PERMIT FOR ALCOHOLIC BEVERAGES

SOMArts must be notified at time of scheduling and contracting the rental of the Client's intention to apply for a one-day permit to serve alcohol at an event. SOMArts will not sign or approve of a one-day permit that is submitted to us less than two (2) weeks [or fourteen (14) days] prior to the event. All one-day permit applications issued to Clients of the Affordable Space Program will be for beer only, wine only, or beer & wine only. The approved, original permit will be embossed with the ABC stamp. This original must be on the premises for the event. The original permit must be submitted to SOMArts at least three business days before the event. All points of sale must have a copy of the license. You are required to follow SOMArts' security guidelines for events at which alcohol is served. Please refer to SOMArts Alcohol Permit Application Guidelines and Event Security Guidelines for Serving Alcohol (a separate document).

SECURITY

Client must provide bonded security guards from a SOMArts' approved vendor; at least one guard per 100 people. Head of security must meet with SOMArts Building Manager before event. Security Crew must be on site at least 30 minutes before doors open to the public. A copy of the client's contract with the contracted security company must be provided to the SOMArts Events Manager 14 days prior to the event date.

DISPOSAL FEES AND POLICIES

Garbage, Recycling & Composting Fees are based on the attendance of your event and are as follows:

\$35.00 Fee for events with fewer than 50 people.

\$70.00 Fee for events with 50-150 people.

\$138.00 Fee for events with 151-300 people.

\$208.00 Fee for events with 301-500 people.

\$247.00 Fee for events with over 500 people.

Compostable bags: The client is required to use compostable bags in all compost waste bins during the course of their load-in, installation, event, strike and load-out. Up to 10 compostable bags will be provided by the venue. Additional bags may be added to the contract prior to the event if attendance of over 300 is expected. During the event, if additional compostable bags are needed, they will be available from a building manager for \$1.50 per bag.

All Clients must adhere to city guidelines for waste disposal regarding separation of compostable, recyclable and garbage items. It is the Client's responsibility to monitor their attendees' use of event recycling, compost and trash bins to ensure proper separation of items.

Penalties: A \$300 sorting fee will be assessed if there is not a proper separation of garbage, compost and recycling by the Client. Failure to use compostable bags and trash bags that results in use of compost, recycling and trash bins without a bag will result in a \$10 cleaning fee per bin.

Any artwork from the event/exhibit may NOT be disposed of in SOMArts garbage or recycling. Client is responsible for removing all artwork from the SOMArts premises at the end of the rental period.



RECEIPT OF ROOM(S)

Immediately prior to client load-in, the client is required to schedule a walk-through and check-in with the Events Manager or the Facilities and Technical Operations Manager. At that time, the client will be asked to sign a statement that they have received the room(s) in good condition. Should the client wish to note any damages or unsatisfactory conditions of the room(s) they must do so prior to their load-in with the Events or Facilities Managers. The Events or Facilities Managers will either note or correct the unsatisfactory condition. This check-in and receipt of the room(s) will be used to assess the condition (and possible damages) of the room(s) post-event.

CLIENT CLEAN-UP, RESTROOMS, GARBAGE/RECYCLING/COMPOST, RESTORATION AND PAINTING

The Client is required to supervise or conduct all load-in, set-up, strike and load-out of client and third party vendor property. Client will provide event staffing (aside from contracted SOMArts manager and technical staffing), including but not limited to: production manager, box office manager, stage manager, trash/recycling/compost manager, front of house manager, running crew, etc. Unless a janitorial crew is contracted through SOMArts prior to the event, it is the client's responsibility to cleanup. This includes waste sorting, waste removal to the appropriate city bin, cleaning, sweeping and mopping of all occupied rooms. It is also the client's responsibility to return all items such as tables, chairs, ladders, carts etc. to their designated storage space. All walls must be patched and painted when items are hung on the wall or walls are scuffed by equipment or attendees. The client must provide restroom monitor and clean up crew, and must monitor garbage and recycling throughout event. Failure to do so may result in penalty charges of \$300 or more.

*See "Clean-up Checklist"

PRODUCTION AND FLOOR PLANS

A complete event production plan and floor plan(s) are due two weeks prior to all events. The SOMArts technical staff will prepare the venue in accordance with the Client's production plan and floor plan up to the minimum labor requirement/charge which is 8 hours at \$35 per hour. Additional hours that are required to complete the requested work, will be billed on an hourly basis. The Client is encouraged to attend the pre-event installation.

PRODUCTION MANAGER REQUIREMENT

The Client must provide one staff or contracted production manager. The Client's Production Manager must be on-site to supervise, manage and make decisions for the entire load-in, installation, event, strike, clean-up and load-out. The production manager must stay in direct contact with the SOMArts Building Manager via (SOMArts provided) two-way radios and in-person. Volunteers and vendors will not be admitted to the premises without the presence of the pre-determined production manager. Should the production manager vacate the premises prior to final clean-up and load-out, a penalty of \$300 will be assessed to cover additional SOMArts management, supervision and staffing fees.

EVENT STAFFING

The Client is responsible for providing adequate event staffing including but not limited to: bathroom monitor, trash monitor, clean-up crew, load-in crew, box office manager, ticket takers, attendance counters, stage manager, volunteer manager, bartenders, etc. Client must submit their list of staff positions and shifts at least two weeks prior to event. If needed, the Client may hire additional staff to be contracted through SOMArts Cultural Center at the rate of \$35 per hour.

CLIENT AND THIRD-PARTY VENDOR PROPERTY

Client is responsible for the immediate removal of all personal equipment, third-party rental items, exhibit materials/art and stage sets in the Bay Gallery and Theater at the completion of the rental period. No items may be left in the Bay Gallery, Theatre or dressing room after the show run/event is completed without prior arrangement and written approval of the Facilities and Technical Operations Manager or Events Manager. SOMArts is not responsible for any personal items that are left on the premises. Failure to remove any items or hazardous materials (e.g. paint) that require special disposal may result in additional charges applied to the event deposit or billed to the client.

RENTAL DELIVERY AND PICKUP



All rental delivery and pick up must be within the rental period specified in the Contract, unless otherwise arranged with SOMArts prior to the event. SOMArts staff is not responsible for receiving and/or signing for rental and delivered items. All items must be received and signed for by the Client's designated Production Manager. Any rental items left on the premises beyond the rental period without pre-approval by the Facilities and Technical Operations Manager or Events Manager will incur an additional charge that will be deducted from the security deposit or billed to the Client. Any equipment (speakers, podiums, tables, etc.), that is the property of the Client, and is approved by SOMArts staff for next day pick up, must be moved to a designated storage area immediately following event. Any items that are left in storage are done so at the Client's own risk. SOMArts is NOT RESPONSIBLE for any items left on the premises.

SOMArts CULTURAL CENTER PROPERTY/EQUIPMENT

Use of SOMArts owned property, equipment and supplies is at the discretion of, and requires the permission and supervision of a SOMArts staff Building Manager. This includes but is not limited to ladders, paint, paint tools, carts, expendables, drapes, chairs, table cloths, tables, offices, dressing room, loading zones, roll up/bay door, etc. All items must be signed out by the Client with a SOMArts staff Building Manager. Should the Client and/or designated representatives and vendors move any SOMArts equipment, prior to or during an event, the Client is responsible for returning equipment to its original position. Failure to do so will result in additional hourly restore charges being deducted from the event deposit or billed to the Client. SOMArts Cultural Center property (chairs, tables, etc.) may not be removed from SOMArts premises.

EXISTING ARTWORK, SIGNS AND DISPLAYS

The Client is strictly prohibited from removing, moving or otherwise changing any artwork, sign or display without prior written permission from SOMArts Cultural Center. Signs that identify SOMArts, represent the SOMArts logo, other programs, etc. are strictly prohibited from being covered or removed at any time.

PROHIBITED ITEMS AND ACTIONS

SMOKING: SOMArts Cultural Center is a City-owned building; therefore, consistent with prohibitions in California law, no one (employee or member of the public) may smoke inside a City building, or in an outdoor area within 20 feet of a main exit, entrance, or operable window of a City building. Cal. Gov't Code Section 7597.

OPEN FLAMES: Please be aware that ALL open flames for performances or otherwise are strictly prohibited on the entire premises. Should a performer, client or attendee ignite any object, it will result in a \$1,000 penalty billed to the contracting client.

HAZARDOUS MATERIALS: Hazardous and flammable materials are strictly prohibited from being brought on-site.

CONFETTI AND GLITTER: Distribution or dispersion of confetti and glitter are prohibited. Failure to comply will result in a \$300 cleaning fee.

FOG MACHINE OR HAZER: Use of any type of fog or haze making device will set off the fire alarm system. The Client will be charged for all fees billed from the City for any false alarm responses.

AERIAL PERFORMANCES: Aerial performances that require rigging or other attachments to SOMArts structures are strictly prohibited.

BODILY FLUIDS: In accordance with Cal/OSHA Standards, Title 8, California Code of Regulations, Section 5193 (Bloodborne Pathogens), bodily fluids of any kind (blood and other potentially infectious materials, including semen, vaginal secretions, and any other bodily fluid that is visibly contaminated with blood such as saliva) shall not be permitted or disposed of on the SOMArts premises.

PENALTIES FOR FAILURE TO VACATE BY CONTRACTED END TIME

If Client has not vacated and restored premises to the original condition by the time of the event's contracted end time, a penalty of \$70 per building manager will be charged for each 30 minute increment to cover the Building Manager labor and overtime expenses. If the event extends beyond the contracted time an additional \$150 will be charged for each 30 minute increment as additional facility rental fees.

Please note that additional charges for labor related to your event for installation, restoration of space or other services not originally included in the contract will be billed post-event.

REPORTING OF ATTENDANCE FIGURES



SOMArts Cultural Center is required by the San Francisco Arts Commission and other grantors and funders to track attendance and use of SOMArts facilities and services. Total attendance figures are required and due within 3 days of the completion of the rental by the Client. The required information must include total numbers for paid attendees, non-paying (comp'ed) attendees, volunteers, artists, performers and vendors. If applicable, the Client must also include numbers of school groups, school children and other groups. This information will be used for the sole purpose of reporting to the San Francisco Arts Commission, other funders and foundations, as well as for future grant proposals. SOMArts is required by the SFAC and other grantors, to provide accurate records of building use and attendance. Please help us with this vital information, which in turn helps us in seeking funding. As a non-profit organization, funding is critical for SOMArts to keep our rental rates affordable. Failure to report the event attendance figures as stated above will delay the refund of the client's security deposit. See, "Deposit" section below. Attendance figures can be supplied via online form at:
<https://spreadsheets.google.com/a/somarts.org/viewform?hl=en&formkey=dE03TkhtYWptZWIMZVVPUm5NSjhWRIE6MA>

CAPACITY

Event not to exceed the building's maximum capacity as determined by the San Francisco Fire Dept. Refer to the "maximum capacity" signs located in the area you are renting for your event. Capacity head-count should take account of everyone in the building, including people working for the event.
(Main Gallery 455; Bay & Theatre together 689; Full Building 1,043)

PORTABLE TOILETS

*Requirement for large capacity events with projected attendance of 400 or greater. Client must arrange and pay for at least four (4) portable toilets to be rented and placed in or near patio area, for use during event.

DANCE STUDIO & CLASSROOM RENTALS

Please refer to the "Classroom Rental Policies" sheet.

***** NON-PROFIT RATES IN EXCHANGE FOR RECOGNITION *****

SOMArts' on-site rental program (Affordable Space Program) is supported by the San Francisco Arts Commission. Renters must acknowledge SOMArts and their participation in this program in their print materials as follows (when possible, we request the SOMArts logo also be included):

Posters, press releases, flyers, postcards, etc.:

"[TITLE] is presented at SOMArts Cultural Center as part of the Affordable Space Program, which is supported by the San Francisco Arts Commission.

Programs:

"This evening's performance is supported by the SOMArts Cultural Center's Affordable Space program, which provides subsidized, large-scale affordable space and technical assistance to nonprofits. The mission of SOMArts (South of Market Arts, Resources, Technology and Services) is to promote and nurture art on the community level and foster an appreciation of and respect for all cultures. SOMArts receives funding from the San Francisco Arts Commission."

PUBLICITY

Getting publicity information about your event to us will help SOMArts to get your event listed on our website, blog, calendar and e-group as quickly as possible. This may take up to five business days, please plan accordingly.

SOMArts EVENT PUBLICITY GUIDELINES:

First Line: Day/s, Date & Time

Second Line: Title of Event and/or name of Organizers

Description: 75-200 words. Include website and box office information when needed. Include descriptive words that are particular to the event (size, art form, duration of performance) or awards and accolades a group have received (e.g. Voted "Best New Dance Company 2007 by the SF Chronicle"). Try to avoid vague or endorsement words such as "great, awesome, best".



Example:

Friday, April 10, 8:00pm & 10:00pm

Saturday, April 11, 7:00pm & 9:00pm

A Portrait by Means of the Sun

This unique intimate journey of dance, scent and space is performed by Dawn McMahan in the SOMArts Bay Gallery. Live music, sculpture, costumes, and lighting combine in this multi-installation performance exploring the palpable reality of emotions. For more information, go to <http://www.pythiadance.org>

Digital Images for SOMArts publicity

Individuals and organizations participating in SOMArts' Affordable Space or Technical Services Programs may submit up to four images for SOMArts' use on its website, publications, calendar and other promotion in print and online. Do not submit TIFF's, PDF's, Word or Access files, or any other non-JPEG formats. Image size should be consistent; suggested size is 800 pixels x 600 pixels. Each image file should not exceed 2 MB. When possible, images should include a credit with the name of the artist and media used, and photographs should include the names of the individuals pictured. Images submitted more than two weeks prior to the event date have a significantly greater chance of being used.

CHANGE OF TERMS

SOMArts Cultural Center reserves the right to make changes to rental policies as necessary. After a contract has been signed, rental policies may only be changed if SOMArts Cultural Center provides the contracted client a 30-day advance written notice of a change of terms.

The Client is responsible for communicating all policies and responsibilities in the rental contract to Client's collaborators.