

# berkeley repertory theatre

## facility use / policies and procedures



## about berkeley repertory theatre

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Berkeley Repertory Theatre was established in 1968 as a storefront community theatre, and has since grown to become one of the pre-eminent professional regional theatres in the country. A nonprofit arts organization, Berkeley Rep is known for its high quality productions of new works and fresh adaptations of the classics, offered in an eclectic seven-play season. Productions developed by Berkeley Rep regularly travel to theatres nationwide, contributing to the American theatre repertoire and helping to ensure the future of the art.



Berkeley Rep has undergone tremendous growth throughout its history, both artistically and in terms of community demand. To meet this demand, the company opened a 401-seat Peet's Theatre in downtown Berkeley in 1980. As the Theatre's subscribership grew exponentially over the next 20 years (from 3,700 to nearly 16,000), additional capital expansion became necessary; in 2001, Berkeley Rep opened the Roda Theatre, a 600-seat proscenium theatre to the west of Berkeley Rep's Peet's Theatre.

A third facility, the Nevo Education Center, opened to the east of the Peet's Theatre shortly after. Completing Berkeley Rep's three-facility Addison Street arts complex, the Nevo Education Center provides a home for the Berkeley Rep School of Theatre, enhancing the Rep's artistic and educational programming for the community and building a larger audience for our productions.

In fulfillment of its mission, Berkeley Repertory Theatre seeks to set a national standard for ambitious programming, engagement with its audiences and leadership within the community in which it resides. We endeavor to create a diverse body of work that expresses a rigorous, embracing aesthetic and to maintain an environment in which talented artists can do their best work. Through productions, outreach and education, Berkeley Rep uses theatre to challenge, thrill, and galvanize what is best in the human spirit.

As the largest performing arts organization in the East Bay, Berkeley Rep values its role as a regional cultural resource and continuously develops new programs to engage the community in the life of the Theatre. At the heart of Berkeley Rep's success is its ability to address issues relevant to a culturally and demographically diverse community, and to continue to present challenging and innovative works with creativity and integrity.

## the facilities

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Berkeley Rep operates several facilities, including two theatre buildings, an adjoining courtyard, an education center, rehearsal space, and meeting rooms. When not in use for Berkeley Rep's programming, classes or ancillary events, these spaces are available to licensees for a variety of uses, including performances, lectures, meetings, rehearsals, receptions, special events and other activities. In some cases, Berkeley Rep has the ability to customize our spaces to meet your individual event needs.

The theatres and courtyard are located on Addison Street between Shattuck Avenue and Milvia Street in the heart of Downtown Berkeley's Arts District. Additional rehearsal and meeting spaces are located in the Berkeley Rep School of Theatre's Nevo Education Center (on Addison Street next door to the theatres).

Berkeley Rep's facilities are easily accessible by public transportation: the Downtown Berkeley BART station is located one block away, and a number of AC Transit's bus lines travel through the downtown hub within one to two blocks from the theatres. Parking is available across the street from the theatres in the City Garage, with entrances on Center Street and Addison Street. Additional parking lots are located at Oxford & Addison and on Berkeley Way, between Milvia and Shattuck.

### roda theatre

Opened March 2001, the 25,000 square foot Roda Theatre is a state-of-the-art performance venue. It features a proscenium theatre with 558 seats in three seating sections (orchestra, mezzanine, and loges) and standing room for 20. The backstage area features two large chorus-size dressing rooms; a fully-accessible dressing room and restroom for disabled or elderly performers; a green room with kitchen amenities (sink, microwave, full-size refrigerator, and oven); and a private restroom for performers.

#### facility features

- Proscenium: 40' wide, 26' tall
- Stage: 36'6" deep (from plaster line to last lineset); 42' (from front of stage to back columns)
- Wing space: 17' stage right; 14' stage left
- Grid: 67' from stage floor
- Linesets: 51 on 6" and 8" centers



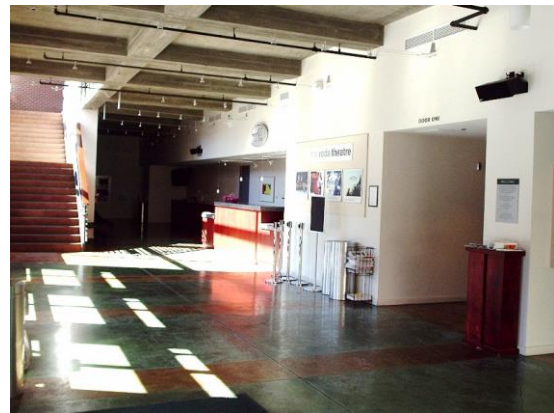
- Meyer Loudspeaker system
- Inventory of ETC Source Four theatrical lights
- Trapped floor: 4' x 8' plywood platforms with painted Duron surface
- Trap room: 10' deep
- Dark Purple Grand Drape (guillotine only)
- Loading dock with room for one 52' semi trailer

#### audience capacity/services

- 558 seats: 361 orchestra level; 171 mezzanine; 36 loges.
- Wheelchair-accessible seating: 4 orchestra level, 4 loges
- Last row of seats: 49' from front of stage
- Standing room: 20
- Assisted listening devices: headsets available for hearing-impaired patrons

#### **roda theatre: lobbies**

The lower (LECG Lobby) and upper lobby (Helen C Barber Lobby) areas of the Roda Theatre are also available for receptions, meetings, sit-down dinners, and other events. The LECG is in an "L" shape, with front and side areas which include a full concessions counter (with refrigerator and sink), movable benches, display areas, and track lighting. The Barber is open, airy, and flooded with natural light through large glass walls and windows; highlights include high ceilings, a small outdoor balcony overlooking Addison Street, as well as a stunning bronze bench by acclaimed sculptor Bruce Beasley. The capacity of the two Roda lobby spaces will be determined for specific events based on fire-codes.



#### **Peet's Theatre and Osher lobby**

Opened in 1980, Berkeley Rep's beloved intimate Peet's Theatre features 401 seats, backstage space, two dressing rooms, and a Green Room with kitchen amenities (sink, microwave, full-size refrigerator, and oven). Ideal for receptions and other celebratory gatherings, the wraparound lobby is complete with a shaped wood concessions counter, colorful walls, display areas, built-in benches, and restrooms. The capacity of the Osher lobby will be determined based on fire-codes for specific events.

#### facility features

- Three-sided thrust stage
- Stage: 28' wide upstage, 14' wide downstage, 37' deep at largest point



- Fixed Lighting grid on ceiling at 22'-6"
- Trapped floor: 4' x 8' plywood platforms with painted Duron surface
- Trap space: 4' deep



#### audience capacity/services

- 401 seats
- Wheelchair-accessible seating: 4
- Assisted listening devices: headsets available for hearing-impaired patrons

#### narsai david courtyard

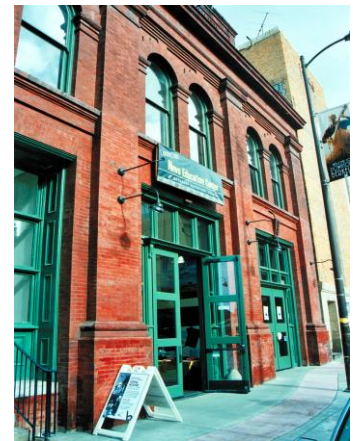
Adjoining the Roda Theatre and the Thrust Stage, the beautiful brick Narsai David Courtyard is open to the sky, providing an elegant home for a pair of madrones and a variety of flowering plants and wood benches. The Courtyard is accessible through the lobbies of both theatre spaces, or through a series of custom-designed artistic steel-screen gates that open directly onto Addison Street. The Courtyard is divided into an upper and lower level by a small staircase, and is fully accessible via a wheelchair ramp. The Narsai David Courtyard can be used on its own or in combination with one or both theatre lobbies to provide an elegant outdoor location for receptions, dinners, and meetings, as well as private celebrations. The capacity of the courtyard will be determined based on the fire-codes for specific events.



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#### nevo education center

Directly to the east of Berkeley Rep's Peet's Stage in the historic landmark Golden Sheaf Bakery building, the Nevo Education Center houses the Berkeley Rep School of Theatre. The Center includes two classrooms and a studio space. Although heavily used for School classes and workshops, these three spaces are also suitable for meetings, presentations, and rehearsals, and are occasionally available for public use during breaks in the School's calendar. Please contact Berkeley Rep's Associate Production Manager for additional information about facility features and availability for these spaces.



## **facility use policies**

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Whenever possible, Berkeley Rep makes its facilities available to the community for events sponsored by organizations, corporations and individuals. Berkeley Rep reserves the right to deny any request for use of its facilities that may conflict with the Theatre's primary mission, programming and activities. The following policies and procedures pertain to the use of Berkeley Rep's facilities by licensees (other arts organizations, event sponsors and planners, and others) and their representatives (employees, volunteers, agents, vendors, subcontractors and others).

### **terms of use**

Berkeley Rep's spaces and facilities are available for use only between the hours of 8:00 a.m. and midnight. Use includes reasonable use of utilities, such as electricity, water and natural gas, and basic custodial services. Berkeley Rep reserves the right to use its spaces and facilities during the term of any short-term license agreement, provided that such use does not unreasonably interfere with the Licensee's intended use of the facilities.

### **scheduling**

Berkeley Rep will schedule use of all of its facilities, with priority given to Berkeley Rep's programs and activities. Facilities will be available for licensing only for those days and times during which Berkeley Rep does not have scheduled programs or activities.

Under the terms of an agreement with the City of Berkeley, Berkeley Repertory Theatre makes at least 40 days (320 hours) of space within its facilities available for public use each year. For these 40 days of space use, Berkeley-based organizations and businesses receive first priority, in the following order:

1. not-for-profit arts organizations;
2. for-profit arts organizations;
3. other not-for-profit organizations;
4. educational or governmental entities;
5. and non-arts-related, for-profit business.

The 40 days available for public use under this agreement are announced each year by July 15, and are held exclusively for fee-based public use until September 15. After September 15, any of these dates which have not been reserved (with deposit) are no longer guaranteed to be available for public use.

In addition to the 40 days announced each July under the terms of this agreement, additional dates for public use of Berkeley Rep's facilities will become available throughout each production season, and will be released to the community by request and on a first-come, first-served basis.

To determine whether a Berkeley Rep space is available for public use on a particular date, please contact Berkeley Rep's Associate Production Manager.

### **licensing and fees**

At the discretion of Berkeley Rep, the facilities are available for use under the policies detailed here and the terms of a customized Short Term License Agreement. Berkeley Rep grants each Licensee a short-term license to use a particular space for specific agreed-upon dates and times.

Specially discounted community licensing fees (nonprofit rates) are available for performing arts, cultural and community service organizations that qualify as tax-exempt organizations pursuant to section 501(c)(3) of the Internal Revenue Code. Proof of nonprofit status may be required to qualify for these reduced rates.

To receive a rates sheet (Facility Fee Schedule) detailing current facility use and labor fees for community and other organizations and individuals, please contact Berkeley Rep's Associate Production Manager. Fees for equipment rental are also available upon request.

### **payments and deposits**

In consultation with the Licensee, Berkeley Rep assesses and itemizes an approximated contract amount for each event. Some fees, such as personnel costs, are estimated to the best of Berkeley Rep's ability given the information provided by Licensee. Actual costs are determined after the event has been completed; any overpayments or underpayments are credited or billed to Licensee at that point.

In advance of the event, Berkeley Rep must receive full payment of the amount indicated in the Short Term License Agreement for use of the space and facilities, professional services, and equipment rental. 50% of the contract amount is non-refundable, and is due immediately upon execution of the Agreement; the remaining 50% must be paid at least thirty (30) days prior to the event. A reservation is not considered binding until a signed contract has been executed and this non-refundable deposit (50% of full contract amount) has been paid in full. Events should not be announced publicly, and tickets should not be placed on sale, until a fully executed agreement has been completed, and this 50% deposit has been received by Berkeley Rep.

Prior to the Move-In Date, the Licensee must also pay Berkeley Rep a security deposit equal to twenty-five percent (25%) of the full contract amount. This deposit is fully refundable, and is returned to the Licensee within thirty (30) days of the last scheduled event if no damage or contract default has occurred.

## **insurance**

The Licensees are required to have Comprehensive General Liability Insurance coverage, in amounts not less than \$1 million, in effect during their entire use of the facilities. Licensee must obtain an endorsement to its liability insurance policy naming Berkeley Repertory Theatre, Inc., its employees, officers and directors as additional insureds under the policy, and insuring Licensee's obligation under this Agreement, and must provide Berkeley Rep with a copy of such endorsement as well as a certificate of insurance at least forty-eight (48) hours prior to the Move-In-Date.

## **personnel: terms of use**

For events in either the Roda Theatre or the Peet's Stage, the following Berkeley Rep personnel must be at the facility any time that the Licensee, its agents, contractors, or employees are present:

- an Event Supervisor;
- a Sound Operator;
- a Light Board Operator;
- a Stage Carpenter.

When invitees are present, the following personnel must also be at the facility:

- a Berkeley Rep House Manager;
- Ushers (minimum of 10 for Roda Theatre and 6 for Peet's Stage), to be provided by either Licensee or Berkeley Rep.

Each of these Berkeley Rep employees has a minimum work call of four (4) hours, and is entitled to a one (30) minute meal break after five (5) consecutive hours of work. Time worked in excess of eight (8) hours in any twenty-four (24) hour period is charged at an overtime rate of 150% the original rate; after twelve (12) hours of work in any twenty-four (24) hour period, the double overtime rate increases to 200% of the original rate. Health, Welfare and Taxes of eighteen percent (18%) surcharge is payable on the gross fees for technical and house management staff for the purpose of providing fringe benefits such as health insurance coverage.

In addition to the personnel listed above, other Berkeley Rep personnel may also be required, depending on the technical needs of the Licensee's event. Berkeley Rep reserves the right to assess those needs and require the presence of additional Berkeley Rep or contract personnel in its sole discretion, but at Licensee's cost and expense. Berkeley Rep equipment is to be operated only by Berkeley Rep personnel, so as to protect Berkeley Rep's property and the safety of those in the Facility. Labor fees for Berkeley Rep personnel will be added to Licensee's use fee, and included in the total contract amount determined in advance in Licensee's event.



## **security**

As per Berkeley City Ordinance (BMC 13.47), events may be reported to the Berkeley Police Department. The Chief of Police in their sole discretion may require the Licensee to supply a bonded security company during the use of the Facility, the expenses of which will be the sole cost and expense of the Licensee. Berkeley Rep will also reserve the right to assess this requirement independently of the Berkeley Police Department.

## **ticketing and box office services**

At Licensee's request and Box Office availability, Berkeley Rep is able to provide box office sales and ticketing services for Licensee's event. Berkeley Rep's box office is located at 2025 Addison Street, Berkeley, CA 94704 (closer to the Peet's side). For more information about fees for box office set-up and operations, please contact Berkeley Rep's Associate Production Manager.

The following policies apply to Licensees' use of Berkeley Rep's box office and ticketing facilities:

### **box office**

At Licensee's request, Berkeley Rep will agree to open the box office for presale of tickets during regular business hours to coincide with Licensee's advertising efforts. All ticket information (including performance times and dates, all ticket prices, text to be printed on tickets, etc.) must be submitted to Berkeley Rep's box office by Licensee no later than three (3) weeks in advance of earliest presale date. In addition, Berkeley Rep will agree to have the box office open at least one (1) hour prior to and at least fifteen (15) minutes following the start of each of Licensee's public events.

### **ticket distribution**

Tickets sold through Berkeley Rep ten (10) or more days in advance of a performance will be mailed to the patron. Tickets sold through Berkeley Rep less than ten (10) days in advance of a performance will be held for "Will Call" at the Berkeley Rep box office. Berkeley Rep's box office will automatically hold 10 tickets until one-half (½) hour prior to show time for last minute VIP's, comps, etc. These ten (10) tickets will go on sale if there is no notification from Licensee at least one-half (½) hour prior to show time that they are needed. Prepaid tickets will not be released for resale.

### **service charges**

Licensee must pay Berkeley Rep a Twenty-Five and 00/100 Dollars (\$25.00) fee for each box office service change, including but not limited to production ticket prices and off-site ticket vendors, requested by Licensee after its Agreement has been executed.

### **receipts reconciliation**

All losses resulting from non-payment, non-collection, or otherwise in connection with all ticket sales will be deducted from gross box office receipts before payment of the net receipts to Licensee. Any and all amounts due which are unpaid by Licensee will be

deducted from gross box office receipts. Berkeley Rep will provide Licensee with complete box office accounting reports.

#### **release tickets**

Licensee may request in writing “release” tickets from Berkeley Rep’s box office for advance sales. However, if such release tickets are lost, Licensee will be assessed an additional charge of \$1 per ticket for reprinting lost tickets.

#### **comp list**

Licensee must provide Berkeley Rep’s box office with Licensee’s alphabetically ordered complimentary ticket list for each event no later than three (3) hours prior to the performance time. Any person requesting complimentary tickets whose name is not on the aforementioned list, or whose request has not been specifically approved by one of the mutually agreed upon designated representatives of the Licensee, will be refused. Licensee must provide Berkeley Rep with a total of ten (10) complimentary tickets to Licensee’s event for Berkeley Rep’s own use.

#### **merchandise and concessions sales**

Licensee may sell merchandise (including, but not limited to, T-shirts, posters, and other souvenirs) only by prior arrangement with Berkeley Rep. All merchandise to be sold must be approved by Berkeley Rep at least one (1) week prior to Licensee’s first public performance. Licensee must pay Berkeley Rep 10% of the gross proceeds from these sales within one hour following the completion of each performance. Berkeley Rep reserves the right to verify inventory.

Berkeley Rep maintains exclusive rights to concessions (food and beverage, including alcohol) sales at the Facility; Licensee may not sell food or beverages at the Facility at any time. At the Licensee’s request, Berkeley Rep will provide concessions services for Licensee’s patrons at no charge to Licensee. Licensee must notify Berkeley Rep at least one (1) week prior to Licensee’s first public performance, and all profits from concessions sales remain with Berkeley Rep.

#### **marketing and publicity**

The Licensee is responsible for its own public relations materials, advertising and production programs. However, all public relations and publicity materials associated with Licensee’s production and information regarding ticket sales (including, but not limited to, brochures, advertisements, posters, programs and flyers, and goods to be sold must be submitted to and approved by Berkeley Rep at least one (1) week prior to printing and distribution.

All public relations and publicity materials associated with the Licensee’s event must identify the facility by name (i.e. the Peet’s Stage at 2025 Addison Street, Roda Theatre at 2015 Addison Street,) and must not use the names “Berkeley Repertory Theatre,” “Berkeley Rep” or “BRT” in any way.

## **exploitation**

Licensee may not use or permit the use of the names “Berkeley Repertory Theatre,” “Berkeley Rep” or “BRT,” nor may the Licensee permit the use of these names by any sponsor, or in affiliation with any commercial product or company, or for the purpose of fundraising or the solicitation of sponsorship, without Berkeley Rep’s prior written consent. No signs, banner, advertising or solicitation materials may be placed on Berkeley Rep property without Berkeley Rep’s express written consent.

## **videotaping and photography**

Licensee must obtain prior written permission from Berkeley Rep to photograph, film, broadcast, record or reproduce by radio, television or any other device, the performances inside the Facility. This agreement is also subject to regulations and/or penalties imposed by any union with which Berkeley Rep is affiliated which governs recording and reproduction. Licensee must agree to indemnify, defend, protect and hold harmless Berkeley Rep from all losses of every kind and nature suffered by Berkeley Rep arising out of union actions related to a violation by Licensee, its agents, contractors, employees or invitees of this Section. Violation of this policy may result in cancellation or interruption of the performance in Berkeley Rep’s sole discretion.

## **equipment and sets**

At the discretion of Berkeley Rep, the Licensee may make reasonable use of the technical production equipment in the facility. Availability of this equipment is subject to change because of equipment purchase, sale, failure or other reasons, and Berkeley Rep cannot guarantee equipment availability.

At least thirty (30) days prior to moving into the facility, the Licensee must provide Berkeley Rep with a list of all equipment that the Licensee intends to use, including a specific description of lights, sets, props, platforms and other installations and their locations. All major set construction must be completed prior to moving into the facility; Berkeley Rep facilities are to be used for final set assemblage and storage only.

## **care of premises**

Licensees receive a license to use the facilities on an “as is, where is” basis, and are expected to accept the facilities in the condition existing at the Move-In-Date and return them to this condition upon leaving. Licensee is responsible to maintain the Facilities and equipment of Berkeley Rep in good working condition and unchanged appearance. In the event that the volume of debris generated by Licensee requires Berkeley Rep to arrange for additional trash pick-up, Licensee must reimburse Berkeley Rep for the cost of dumpster service. No food or drinks shall be allowed in the performance area at any time; no smoking is allowed in any of Berkeley Rep’s facilities, including the

performance areas and Courtyard, at any time. Use of Berkeley Rep's business offices, telephones, office machines or other office equipment is strictly prohibited.

Licensee agrees to notify Berkeley Rep of Licensee's exact floor plan. Licensee must not make any changes or decorations to the space without Berkeley Rep's consent and approval. Specifically, no nails, paint or tape shall be used on or attached to either the floor, or any other item or product that might damage the floor's surface, composition or appearance. Similarly, nothing may be applied to Berkeley Rep's seating, walls, counters, cabinetry or other equipment that could damage or alter the appearance of said fixtures. Any and all painting and/or building of sets must be arranged prior to moving into the Facility. Berkeley Rep agrees not to withhold unreasonably its consent to temporary changes or decorations that do not damage the space or Facility or violate any applicable state and local statutes, ordinances, laws, codes or regulations. Berkeley Rep and Licensee agrees that Berkeley Rep's refusal to consent to changes or decorations that will damage the space or Facility or be in violation of any applicable state and local statutes, ordinances, laws, codes or regulations or interfere with other projected or scheduled uses of the space or Facility is deemed reasonable.

### **code and permit compliance**

Licensee must inform itself about and comply with all applicable state and local statutes, ordinances, laws, codes and regulations, including, without limitation, the State of California and City of Berkeley fire and building codes.

### **responsibility for damages and indemnification**

Licensee must indemnify and hold harmless Berkeley Rep, its employees, agents, contractors, management and staff, officers and directors from any and all claims, losses, damages, liens, liabilities, injuries, deaths, lawsuits and other proceedings, judgments and awards, and costs and expenses (including but not limited to reasonable attorney's fees and costs) or any other expenses asserted against or suffered by said persons or entities resulting from or arising out of any negligence, misconduct or non-compliance with its Agreement or applicable laws, ordinances, codes or permit requirements. Licensee is responsible for any property loss, damage or theft or any personal injury suffered in or related to the Facility and the Space during their use, and must replace any equipment lost, damaged or stolen due to Licensee's negligence at fair market value.

### **fire and building code requirements**

Licensee must not use any pyrotechnics or open flame, or engage in any activity that involves risk of fire, unless Licensee has received specified prior approval from the Berkeley Fire Department. If a performance or the production is closed by the Berkeley Fire Department or any other governmental agency or department because of alleged non-compliance by Licensee with applicable code or permit requirements, Licensee must nevertheless pay Berkeley Rep the full amount of its use and occupancy fees. All

events must comply with all fire and building codes. In addition to requirements of the Berkeley Fire Department, Berkeley Rep reserves the right to assess the risk of fire or safety of the proposed performances.

### **cancellation and termination**

The Licensee may cancel its space reservation by written notice delivered to Berkeley Rep at least thirty (30) days prior to the Move-In-Date, without further financial obligation to Berkeley Rep, other than forfeiture of Licensee's reservation deposit. If Licensee cancels its reservation less than thirty (30) days prior to the Move-In-Date, whether prior to or during the scheduled run of performances, Licensee must nevertheless pay the full amounts owed. Berkeley Rep may terminate its Agreement with a Licensee at any time if either (a) Berkeley Rep is given notice by any governmental agency or department that Licensee is violating any applicable laws, ordinances, codes or permit conditions, or (b) if Licensee is damaging the space, equipment, or other facilities or fixtures of Berkeley Rep, or is otherwise violating provisions of its Agreement. Berkeley Rep will effect a termination by delivering a written notice to an authorized representative of the Licensee. Berkeley Rep will not be liable for any costs incurred by Licensee in preparing for cancelled performances or for lost profits or consequential damages arising from cancelled performances.

### **other obligations**

More detailed policies and obligations of the Licensee are enumerated in the Short Term License Agreement.