



# 2<sup>ND</sup> STORY THEATRE APPLICATION

City of Hermosa Beach • Community Resources Department  
710 Pier Avenue, Hermosa Beach, CA 90254  
(310) 318-0280 [hbconnect@hermosabeach.gov](mailto:hbconnect@hermosabeach.gov)

- A completed application, non-refundable application fee and security deposit are required before applications will be reviewed. Please allow up to 7 business days for review by the Department.

## APPLICANT INFORMATION

Name: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Organization: \_\_\_\_\_

Organization Type:  Commercial  Non-Profit | 501(c)3 #: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

RESERVATION DATE(S)	TYPE OF USE	TIME-IN	TIME-OUT
	<input type="checkbox"/> Rehearsal <input type="checkbox"/> Performance		
	<input type="checkbox"/> Rehearsal <input type="checkbox"/> Performance		
	<input type="checkbox"/> Rehearsal <input type="checkbox"/> Performance		
	<input type="checkbox"/> Rehearsal <input type="checkbox"/> Performance		

**Attach additional sheets, if necessary.**

## PRODUCTION DETAILS

Event Title: \_\_\_\_\_

Cast/Crew Attendance Per Day: \_\_\_\_\_ Audience Attendance Per Performance Day: \_\_\_\_\_

Will there be a celebrity or political presence?  YES  NO And if yes, who? \_\_\_\_\_

Will there be videotaping during the production:  YES  NO And if yes, for what purpose? \_\_\_\_\_

Do you plan to serve or sell food and/or refreshments?  YES  NO  
**ALCOHOL IS NOT PERMITTED TO BE SERVED OR SOLD.**

Do you plan to use the projector and screen?  YES  NO *Additional fee applies.*

**PRODUCTION DETAILS CONTINUED...**

Please describe any plans for special effects or stunts: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Please describe any sound requirements: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Please describe any lighting requirements: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Please describe any items that will be brought into the 2<sup>nd</sup> Story Theatre for the production: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**FEES**

	<u>NON-PROFIT RATE</u>	<u>COMMERCIAL RATE</u>
Rental Rate	\$26 per hour	\$31 per hour
Security Deposit <i>Must be received with application.</i>	\$250	\$250
<b>NON-REFUNDABLE</b> Application Fee <i>Must be received with application.</i>	\$26	\$26
Venue Host/Technician <i>Required for the entire duration of your reservation. If total reserved hours exceed 40 hours in a work week (Sunday-Saturday) the renter is responsible for paying the overtime rate of \$33 per hour for staff.</i>	\$24 per hour	\$24 per hour
Projector and Screen	\$118	\$118

**INSURANCE**

Applicant agrees to furnish the City of Hermosa Beach evidence of comprehensive general liability insurance in the form of a certificate naming "the City of Hermosa Beach, its officers, agents, volunteers, and employees as additional insureds." This exact verbiage is required. Applicant shall notify the City at least thirty (30) days prior to the termination, reduction, cancellation, suspension, modification, or expiration of the policy. Notwithstanding the foregoing, Applicant shall maintain insurance coverage meeting the standards outlined in this Section at all times during the term of the activity or activities for which Applicant submitted its application, as reflected in and permitted by this Agreement. All certificates are subject to approval of the City's Risk Manager.

Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering commercial general liability on an "occurrence" basis, including property damage, bodily injury, death, and personal and advertising injury with limits no less than two million dollars (\$2,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Agreement, or the general aggregate limit shall be twice the required occurrence limit. The City reserves the right to request greater or lesser amounts of insurance coverage.

If the use includes athletic activities, Applicant shall provide evidence of that the commercial general liability insurance includes coverage for injuries to athletic participants and participant accident insurance.

If the Applicant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

## **PROOF OF LICENSURE**

The renter shall obtain all required licenses, pay any and all licensing fees (royalties) and secure all permits necessary to present its performances. The renter 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 production. The renter must submit proof of licensure as well as confirmation of the execution (payment) of said Agreement(s).

### **FAILURE TO SUBMIT PROOF OF LICENSURE WILL RESULT IN CANCELLATION OF YOUR PRODUCTION.**

By this liability waiver and release (hereinafter, "Release,") it is my intention to relieve the City of Hermosa Beach, its officers, employees, agents, and volunteers (hereinafter, "City") of any duty to me. By this Release, and by virtue of the grant of the 2<sup>nd</sup> Story Theatre rental for which I have applied, I do assume the entire risk of any injuries or losses that might occur during, as a result of, or in connection with my 2<sup>nd</sup> Story Theatre rental.

By this Release I also intend to release, discharge, and forever absolve City from any and all liability for any active or passive negligence whatsoever by City or any third parties, and to waive and relinquish any claim or cause of action against City for any loss, claim, damage, personal injury, disability, death, medical expense, and any other type of expense, property damage, or loss caused by any negligence of City or any third parties. I promise not to sue or exercise any legal right to seek damages from City in connection with any injuries I may sustain in connection with my permitted activity.

I hereby acknowledge, understand, and agree that no oral representations, statements or inducements apart from the foregoing written certification have been made, and further agree this Release shall be binding on me and my personal representatives, heirs, assigns, and next-of-kin. I further acknowledge, understand, and agree that this Release constitutes a single, integrated, written contract and expresses the entire agreement of the Parties with respect to the subject matter of this Release.

I further acknowledge, understand, and agree that I am age 18 or older.

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**Signature of Applicant**

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**Date**

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**Applicant Name (Please Print)**

## **RULES AND REGULATIONS**

### **Staffing:**

1. The City's Venue Host is assigned to specific duties; is not responsible for any production work; and is required at all times while the renter is in the 2<sup>nd</sup> Story Theatre.
2. The City does not provide box office attendants, ushers, stagehands, stage managers or house managers.
3. At the beginning of each rental day, the renter or a designated group representative is required to check-in with the Venue Host/Technician by signature. The renter or designated group representative is also required to check-out with the Venue Host/Technician at the end of each day by signature.
4. The City reserves the right to assign additional City staff, Police or Fire Personnel, or require Security Guards, if necessary, to ensure a smooth and safe production. Additional costs will be at the responsibility of the renter.
5. The City's Venue Host/Technician is the only one permitted to operate City equipment unless otherwise approved by Administrative Staff by the 15<sup>th</sup> of the month prior to the rental's start date.
6. Renters are required to schedule break times with City staff if the rental exceeds five hours. City staff are required to take a 30-minute break at five hours, a one-hour break at ten hours, and a one-and-a-half-hour break at 12 or more hours. This scheduled time will be agreed on by both parties to provide the least impact on production.
7. Audio microphones are provided. Theatre technicians do not apply wireless systems, lavalier mics and harness for performers. This audio procedure is tasked to the 'renter' production company/stage manager(s). Our staff will be available to assist with "how-to" instructions to secure the mics accordingly and disengaging them for return.

### **Refreshments:**

8. There will be no food or drink allowed in the theatre or on stage at any time. Food (pre-packaged only) and drinks are only allowed to be served in the hallway. The renter is responsible for and required to pack and seal any food items left overnight in containers. The renter is responsible for providing all supplies and monetary change necessary for concession stand service and sales. A cash register is not provided.
9. Glass containers are only permitted behind the ticket window and are not to be served to the public; renters must pour its contents into a separate non-glass container.
10. Alcohol is not permitted to be served or sold.
11. Renters shall be prohibited from using plastic bags to provide or hand merchandise to costumers.
12. The City recommends the renter enlist one (1) usher to ensure all food and drink is kept in the hallway and to assist with any post-production clean up needs.

### **Facility Conditions:**

13. The 2nd Story Theatre DOES NOT have a fly system. Any rigging including the hanging of a backdrop, signage, lighting equipment, or scenery must be approved prior to rental.
14. No jumping from the stage to the theatre floor is allowed at any time; stair units have been provided.
15. No smoking is permitted at any public location within the City of Hermosa Beach.
16. Open flame, of any kind, is strictly prohibited.
17. The renter may not decorate with any flammable materials such as binding, tissue paper, or crepe paper. The renter is responsible for making sure all materials meet fire code regulations.
18. No tape or other adhesive, nails, screws, tacks, or pins may be used to secure materials or objects to the 2nd Story Theatre's fixtures.
19. The use of glitter, confetti, rice, bird seed or flower petals is prohibited.
20. Renters are not allowed to paint in the theatre. All painting must be done off-site, unless it is small touch ups, which can be done in the theatre with the use of tarps to protect theatre equipment and the stage.
21. Parking is extremely limited within the City of Hermosa Beach. The 2nd Story Theatre is within the Community Center which holds various classes, rentals or special events that share the surrounding parking areas. Staff parking spaces or City Vehicle parking spaces are NOT available to renters.
22. Be mindful of other activities taking place in the Community Center.
23. The renter is responsible for conducting an orderly production and at the conclusion of the rental must return the facility to its original state. The renter's clean up responsibilities include, but are not limited to clearing tables, chairs, surfaces and floor of all the renter's products, equipment or trash; and the placement of such trash into designated containers. This must be completed in a timely manner within the renter's approved reservation time. Additional time spent by the renter or by City staff to ensure adequate clean-up and load out is done will be retained from the Security Deposit (see Schedule Changes, Cancellations and Payment Procedures.)
24. Public Wi-Fi is available. Security, availability and connection speeds are not guaranteed. Renters use at their own risk. **Network Name: CHB-Guest | Network Password: chbguest**

### **Schedule Changes, Cancellations, and Payment Procedures**

1. Any schedule changes or cancellations must be made in writing by the 15<sup>th</sup> of the month prior to the first rental date on the contract. Schedule changes received after the 15<sup>th</sup> of the month prior are not guaranteed. Cancellations received after the 15<sup>th</sup> of the month prior will forfeit the Security Deposit.
2. Cancellation requests must be received 90 days prior to the first rental date on the contract. Cancellations received within 90 days prior to the first rental date on the contract will forfeit the Security Deposit.
3. All rental, equipment and staff fees are due two (2) weeks prior to the first rental date on the contract. Failure to pay may result in the cancellation of the production.
4. Any damages, loss of equipment, or additional staff time incurred from the production will be retained from the Security Deposit. If the total exceeds the amount of the Security Deposit, the renter will be billed. Fees not retained will be automatically returned to the renter within 4-6 weeks.
5. Applicant agrees to furnish the City of Hermosa Beach evidence of comprehensive general liability insurance in the form of a certificate naming "the City of Hermosa Beach, its officers, agents, volunteers, and employees as additional insureds within thirty (30) days prior to the first rental date on the contract. Failure to pay may result in the cancellation of the production.

All staff of the City of Hermosa Beach are empowered to use all necessary means to enforce these rules. 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. **ADDITIONAL RULES AND REGULATIONS MAY BE IMPOSED AT CITY STAFF'S DISCRETION.**

**ACKNOWLEDGEMENT OF RULES AND REGULATIONS**

Initial  
Here

*By initialing, I agree to abide by and enforce the rules and regulations of the City of Hermosa Beach and certify that I have read the rules and regulations. I will assume full responsibility for my group and will ensure all rules and regulations are followed.*