



MOUNTAIN VIEW CENTER FOR THE PERFORMING ARTS

RENTAL GUIDELINES

The Mountain View Center for the Performing Arts (Center) seeks to enrich Bay Area audiences through enjoyment, celebration, and interaction with the arts. The Center is dedicated to providing entertainment opportunities for its patrons, access to its 600-seat MainStage, 200-seat SecondStage, and 200-seat ParkStage for Licensees, and education and outreach opportunities to the community. The Center encourages all Licensees to participate in community outreach.

This booklet outlines general guidelines that will assist you in deciding to book a space here at the Center. If you have questions that are not answered here, please contact the Center's Performing Arts Coordinator -Venue Rentals by email or at 650-903-6556.

DEFINITIONS

To guide you through , we've defined some of our commonly used terms.

- **Event**: An Event is a single performance OR one day of non-performance use (such as a load-in, tech day, or rehearsal day.) The EVENT PERIOD is a period of time between 7:00 am and Midnight, for four (4) or eight (8) consecutive hours depending on theater, when the facility is used for an event attended by the public, audience or member of a group.
- **Licensee**: Organization or individual contractually responsible for an Event.
- **Performance Period**: A Performance Period refers to any Event attended by the public, audience, or members of a group and/or any use for the purpose of broadcasting, televising, recording, or filming an event. The Performance Period fees include one performance with a Period of up to eight (8) consecutive hours of use. When two performances occur in one day, the Performance Period includes up to twelve (12) consecutive hours of use, and the rate is 1.5 times the eight (8) hour Performance Period fee. Ushers are included in the Performance Period fees. If ticketed, Ticket Services Staff are included for up to two (2) hours. Stagehands and a House Manager will be provided at standard rates, as outlined in the Facility Fee Schedule, whenever any Licensee staff or patrons are on the premises. The presence of fifty (50) or more performers/ Licensee personnel backstage may necessitate additional backstage Center staff. Licensee will be charged for such staffing when necessary. Hourly facility fees will be charged according to the Facility Fee Schedule for any hours clocked outside any given Performance Period.

- **Non-performance Period:** The Non-performance Period is any time the Center is occupied by the Licensee but not open to the public or audience, excluding usage for the purpose of broadcasting, televising, recording, or filming an event. The Non-performance Period includes rehearsals, technical rehearsals, and loading in or out of sets and equipment. A Stagehand will be provided whenever any Licensee staff or patrons are on the premises. The presence of fifty (50) or more performers/ Licensee personnel backstage may necessitate additional backstage Center staff. Licensee will be charged for such staffing when necessary. Nonperformance Period fees may apply to rehearsals and technical time clocked beyond any given Performance Period.
- **Dark Days:** Licensee may be required to clear the stage or a portion thereof, especially downstage of the Main Drape in MainStage, on Dark Days in order to accommodate other bookings ([see License Agreement General Terms and Conditions](#)). Lighting may remain in place, although it will be refocused as needed. Please take this into consideration when designing sets.

Depending on the nature of the Dark Day event, we may ask you to remove displays from the lobby or we may do it for you. We will do our best to restore items to their locations but ask that you allow time to double-check lobby setup. We will make these arrangements as far in advance as possible.

CATEGORIES OF LICENSEES

- **Resident Company:** Resident Company status is conferred by the City Council and denotes a multi-year agreement between the Center and the Licensee.
- **Nonprofit:** Nonprofit rates are given to organizations recognized as tax-exempt under Section 501(c)(3) of the Internal Revenue Code and related sections as now or hereafter amended. These organizations must provide a copy of their current IRS 501(c)(3) approval with their organization's current address to the Center with their Request for Rental form to receive any rate benefit associated with this category.
- **Commercial:** Any organization not qualifying for nonprofit rates.
- **Performing Arts:** On SecondStage only, the nonprofit rate may be applied to private individuals (not corporations) booking self-produced live performances of music, theatre, dance, or comedy/improvisation (not film/video).

RENTAL PROCEDURES

Center reservations may be made by filling out the [Request for Rental](#) application. Request for Rental applications can be filled out online; mailed to MVCPA, 500 Castro Street, Mountain View,

California, 94041; or delivered to the administrative office at 500 Castro Street, Mountain View (Mercy Street entrance).

Primary Booking

Primary Booking is conducted in December of each year for the following October through September. All requests for Primary Booking are due in December of each year (see example below).

| <u>Request Due</u> | <u>Period Booked</u> |
|--------------------|-----------------------------|
| December 2, 2024 | October 2025-September 2026 |

All requests received after the December deadline will be processed as Secondary Renting.

Secondary Renting

Requests are accepted year-round and must be received a minimum of eight (8) weeks prior to dates requested. Some late rentals may not appear in MVCPA marketing materials and city calendar listings depending on production deadlines.

A \$200 Reservation Fee is due with [Request for Rental](#) forms. The fee is non-refundable unless the Center is unable to issue a contract for the requested dates. Requested dates can be held for a maximum of two (2) weeks without the \$200 Reservation Fee.

Any rental requests made fewer than eight (8) weeks in advance will be subject to an additional \$200 Rush Reservation fee.

Request for Rental

Please make all requests in writing via a [Request for Rental](#) application. Applications can be filled out online on the Center's website at www.mvcpa.com.

License Agreement

License Agreements and proposals will be issued once a complete Request for Renting form is received and approved by staff. Nonprofit applications must include a copy of the organization's 501(c)(3) with current address. To ensure service for a successful event, all requests are dependent upon staff availability.

License Agreements must be signed by a responsible party that is registered with the Secretary State and can represent the organization or group with contractual authority for such an application.

Licensee can designate a staff member other than the contract signatory to be in charge of Events in their contract. This person or a designated alternate shall be in the Center during all rehearsals and performances and available to Center staff until the Center is vacated. Any staff member designated on the License Agreement as an authorized representative will be allowed to make financial decisions that may impact the proposal fees.

Once the Center has received a fully signed copy of the License Agreement and a check for the installment indicated in the License Agreement, dates are considered confirmed. The First Installment indicated in the License Agreement is due 6 months prior to the event. Any contract not received with the installment payment by the due date may be canceled, at the discretion of the Performing Arts Manager.

INFORMATION DUE DATES

Once the License Agreement is signed by all parties, the Center will give specific deadlines for detailed information. Depending on the schedule, some information may be due at the time of signing.

Ticketing Services and Marketing Worksheet

Please complete the online Ticketing Services Worksheet at least twelve (12) weeks prior to the first performance or at the time of signing. This form must be completed and submitted online and can be found online: [MVCPA Ticketing Services and Marketing Worksheet](#)

Audience Services Worksheet

Please complete the online Audience Services Worksheet at least three (3) weeks prior to the date of the first performance. After review of your worksheet, Center staff may determine that additional Audience Services staff is required, at standard rates, to meet your needs. His form must be completed and submitted online: [MVCPA Audience Services Worksheet](#)

Reception Booking Request

Please complete the appropriate online Reception Booking Request at least eight (8) weeks prior to the first performance. This form must be completed and submitted online and can be found under Audience Services at [MVCPA Licensee Forms](#). If you are planning to serve alcohol at your reception, please review the Audience Services Guidelines first.

City Insurance Requirements

Please review the City Insurance Requirements document online which can be found online at [MVCPA Licensee Forms](#). Complete insurance requirements or requests must be submitted no later than 30 days prior to your event. Failure to provide the insurance 30 days prior to your event will result in cancellation.

Technical Information

To provide you with all the technical resources your event will require, it is highly recommended that you schedule a pre-production meeting with the Center's Production Services Supervisor at least eight (8) weeks prior to load-in.

Technical staff requirements are proposed at the time of your booking. In your pre-production meeting, you may request an adjustment to crew levels and call times. The Center has the final decision on staffing requirements to ensure everyone's safety, the smoothest possible operation of Center equipment, and the ultimate success of each event. All charges are subject to change based on the Facility Fee Schedule in place at the time of the event. Technical staff are scheduled two (2) months in advance. Fees may apply for technical staff schedule changes made after the technical staff schedule is published.

GENERAL APPLICATION INFORMATION

Guidelines

To ensure a successful event, please comply with the guidelines and procedures of the Center as administered by Center staff or your organization may face cancellation and forfeiture of deposit and future rental dates. Please review all of our Guidelines here: [MVCPA Licensee Forms](#)

Ticketing

The Center's ticketing system is used to generate all tickets for any event in the MVCPA. The system includes internet ticket sales and is the exclusive outlet for sales on the internet.

Each person attending a performance must have a ticket, regardless of age.

A basic event setup in the ticketing system is included with your license fee, including: a single seating arrangement; single price structure; one-time hold on seats up to 10% of the house; and one-time release of excess holds. Additional ticket service charges will be billed to Licensee with the final reconciliation; please see the guidelines and the Facility Fee Schedule for more information.

Advertising and Promotions

To ensure accurate event information and avoid added expense, please do not distribute advertising or publicize your booking request until you receive a copy of the License Agreement signed by all parties. It is only at this time that your use of the Center is confirmed. Your organization, the Licensee, agrees to read and comply with Center marketing requirements. All uses of the Center's name and/or logo and telephone numbers (including references to or

descriptions of the Center) must be approved by the Performing Arts Supervisor -Audience and Client Services prior to printing, display, or other use/distribution.

Non-standard Information

Your organization may be required to furnish in writing, before an Event, any information needed by the Center to determine arrangements, special services, labor, and equipment necessary to the staging, management, and success of the Event. Please provide this information to avoid added expenditures and cancellation and forfeiture of deposit and future rental dates.

Non-standard Guidelines

The Center can impose additional requirements or set special Facility License Agreements, whether or not expressly provided herein, which may be necessary to the operation of the Center. Any such additions are binding upon Licensee, provided they are incorporated into the specific agreement or addendum thereto and signed by the Licensee and Center's Performing Arts Manager.

PROCEDURES OF USE

Additional Usage Hours

If you require additional stage access for setup, rehearsals, or load-in or -out on days that have not previously been contracted, please contact the Center's Performing Arts Coordinator to request additional bookings. If available, the Center will add this time to your existing License Agreement, billable according to the Facility Fee Schedule.

Staffing

Center staff is responsible for determining staffing levels and assigning all staff for Center events.

Please make advance arrangements with the Performing Arts Supervisor for Technical Services if you would like to provide backstage personnel. Any non-Center personnel will be responsible to Center staff. Center staff will determine the need for security personnel, who must be provided at Licensee's expense.

All staff furnished by the Center, beyond those identified as inclusive, are billed to you according to the Facility Fee Schedule.

Merchandise

Licensees may sell their own merchandise at the Center on the day of the performance with prior approval from the Center and subject to a fee of ten percent (10%) of gross sales. Please request approval on the Audience Services Worksheet, or you may obtain direct permission from the

Audience Services Assistant as far in advance as possible. It may not be possible to accommodate last-minute requests.

Internet Access

The Center is happy to provide internet access through ports located stage right in MainStage, in the MainStage booth, or on the deck in SecondStage.

RECEPTIONS

Receptions require careful planning and coordination with caterers, Center staff, and other Licensees. Please arrange for receptions at the time of booking whenever possible. The Center may be unable to accommodate reception requests that are received too near the date of the event. To add a reception after booking, please contact the Audience Services Assistant. Receptions are subject to space and staff availability. See the Audience Services Guidelines for more [information](#).

SUPPORT SPACES

Rehearsal Studio

The Rehearsal Studio is not included in your rental unless you specifically request it. If you think you need it, please request it as early as possible. You may include the Rehearsal Studio on the Request for Rental Form.

There are no kitchen or sink facilities near the Rehearsal Studio. Food service staging may take place in the outside loading dock area. The Rehearsal Studio is directly accessible from outside doors.

Capacity

Rehearsal Studio approximate capacities are as follows:

Standing: 100

Lecture seating: 84

Dining with buffet: 55

Dining without buffet: 70

Seated capacities are approximate—please confirm your setup with the Performing Arts Coordinator.

FEE STRUCTURE

The Facility Fee Schedule is enacted by the Mountain View City Council. Fees are subject to change each July 1, or for cost-based fees, at any time additional costs are incurred by the Center. The Center charges your Event according to the Fees Schedule in effect as of your performance dates. As a result, proposals should be considered as guidelines only and are subject to change.

Basic Facility Fees

Normal heating and air conditioning, janitorial and engineering service, stage draperies, loading dock facilities, in-house stage lighting equipment, in-house sound equipment, dressing rooms, and backstage facilities are generally included. Initial consultations for audience services and production services needs, including basic plan review, are included. Ticket staff is provided for all ticketed performance periods (up to two (2) hours). Ushers will be provided at the Center's discretion. The Center also provides some marketing assistance for your Event. Please see the Ticketing and Marketing Guidelines for more details. A Stagehand and a House Manager are provided at the standard rates. The Stagehand is required whenever any Licensee staff or patrons are on the premises.

Additional Facility Fees

Please note, the cost of all other services and equipment, including, but not limited to, additional Center staff, ticket office services, additional production and audience services consultations, security, piano use, and merchandising percentage, not listed in the Basic Facility Fee section are charged services.

Meeting Rate

The meeting rate is available in the SecondStage for events between 8:00 a.m. and 5:00 p.m., Monday through Friday, which require no Center staff or resources. The Center reserves the right to determine whether the meeting rate may be used for a given event.

Patron Fees

Patrons are charged for ticket services according to the method of purchase. Please consult the Facility Fee Schedule for a listing of these fees.

The Center charges all patrons a facility use fee for each ticket purchased. Please consult the Facility Fee Schedule for more information.

A limited number (10% of the house) of complimentary tickets are available without being included in the "Percentage of Gross" calculation at the highest single ticket value or incurring a facility use fee. Please review the Ticketing Guidelines for more information regarding these fees.

Installments

Installments and due date are determined by the Performing Arts Manager. The initial deposit is due six (6) months prior to your event day and is nonrefundable in the event of a cancellation or withdrawal of request (additional installments may be required). All installments and fees shall be paid in the form of check (made payable to the City of Mountain View). We do not accept credit cards as a form of payment on Facility License Agreements, reservation fees, or for final invoiced amounts.

Holiday Fees

When you book a space on a holiday recognized by the City of Mountain View, additional facility fees, janitorial fees and staffing charges may apply.

Billing Increments

The Center will bill in full-hour increments, regardless of the portion used. We begin the time billed from the moment the Stagehand arrives until the time they depart.

Payment of Fees

There are other fees charged by outside agencies for which your organization may be responsible, such as:

- State, County, or local taxes incurred from the sale of any merchandise (i.e., CDs, books, souvenirs, etc.).
- Royalties incurred by a performance in the Center.
- Copyright applications.
- Possessory use tax calculated on the Facility License Fee you pay to the Center and charged by the County of Santa Clara.

The Center makes all payments to the organization that contracted the Event and mails to the address listed on the Facility License Agreement unless an authorized address change has been filed prior to reconciliation. For nonprofit organizations, the Center must use the organization's name and address listed on the 501(c)(3). No second-party payments will be made.

INSURANCE REQUIREMENTS

Licensee is required to provide the City with Commercial General Liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) in general aggregate, and provide a Certificate of Insurance to the City of Mountain View. In the

event Licensee does not have such a policy, the Center can provide an application for Special Events Insurance through the City of Mountain View Risk Management Division. A certificate of insurance must be received no later than four (4) weeks prior to the first day of the Event and must include coverage for all performance and non-performance periods noted in the License Agreement. The insurance certificate must include the Form CG 20 26 07 04 stating the City is an additional insured.

Any Licensee who has not provided proof of Insurance and Workers' Compensation coverage by the deadline will have insurance purchased on behalf of Licensee by the City. The charges will be added to the final reconciliation.

Insurance must be provided from a company rated at least A:VII in the latest *Best's Insurance Guide*.

Workers' Compensation insurance is mandatory in the State of California at statutory limits, and Employer Liability insurance is required in the amount of One Million Dollars (\$1,000,000). If an employer is exempt from maintaining Workers' Compensation insurance, the City requires that employer to complete a Workers' Compensation Coverage Exemption Declaration.

If insurance coverage does not include all employees, volunteers, performers, and personnel, they will be required to sign a waiver, provided by the City, prior to your arrangement.

CANCELLATION POLICY

The cancellation of any Event, or portion thereof, must be made by the Licensee's authorized representative, in writing, to the Center's Performing Arts Manager at 500 Castro Street, Mountain View, California, 94041.

- **Notification of Cancellation of the Agreement Once Executed:** Licensee is responsible for any out-of-pocket costs incurred by the City in service of the license.
- **Notification of Cancellation of the Agreement Less than 30 calendar days Prior to the Event:** Licensee is responsible for one hundred percent (100%) of the base facility fees and any additional expenses incurred by the City in service of the license. In some cases, this may include a minimum staff call of four (4) hours per event employee scheduled.
- **Notification of Cancellation of the Agreement with 31 to 60 calendar days Prior to the Event:** Licensee is responsible for fifty percent (50%) of the base facility fees and any additional expenses incurred by the City in service of the license.
- **Notification of Cancellation of the Agreement with 61 calendar days Prior to the Event:** Licensee is responsible for all costs expended by the city, less Licensee deposit fee.

The City will provide a statement of charges to Licensee, and Licensee shall pay in full for all facility fees and charges within thirty (30) days of the original contracted Event date.

Provided the City books the canceled date(s) to another party, Licensees may be eligible for a partial rebate of the original Licensee's paid facility fees, less a nonrefundable deposit.

Resident Company cancellation policies are not controlled by this document.