

## RENTAL POLICY

**1. ACCESS:** The days and hours specified in Section 6 of the Permit (the “**Term**”) are the ONLY hours the Permittee, caterer, and/or Permittee’s designated representatives and vendors are authorized to be on the grounds or in the building of the Bayview Opera House Ruth Williams Memorial Theatre (the “**BVOH**”). Access within the building is limited to the areas agreed upon and arranged by the BVOH staff (the “**BVOH Staff**”). Any additional hours will be assessed an additional fee, must have prior approval by the BVOH, and must be paid in full prior to the Commencement Time. Permit fees incurred for use beyond the Term will be deducted from deposit and/or billed to the Permittee.

Permittee shall submit to Cultural Center an event timeline at least two (2) weeks prior to the Commencement Time, including a setup and breakdown schedule and a list of the vendors that will require access to the historic landmark.

**2. SET UP AND BREAKDOWN:** The BVOH Staff is responsible for the set up and breakdown of all tables and chairs that will be used during Permittee’s event; however, Permittee is responsible for using reasonable care in protecting the BVOH floors and walls. Permittee shall remove all personal equipment and property from the Property prior to the Expiration Time. No items may be left in the BVOH theatre or dressing rooms on non-show days or after the Expiration Time unless previously arranged; otherwise, any items left are subject to disposal by BVOH Staff. BVOH shall not be responsible for any personal items that are left on or about the Permit Area or the Property.

**3. RENTAL DELIVERY AND PICKUP:** All deliveries should be scheduled for the Commencement Time unless previously arranged with the BVOH. Any rental items left at the BVOH before the Commencement Time or after the Expiration Time or earlier termination of the Term without BVOH’s prior written approval by the BVOH may result in additional fees. Tableware must be thoroughly rinsed for overnight storage if a next day has been approved. **Any items that are left in storage are done so at the Permittee’s own risk. BVOH shall NOT BE RESPONSIBLE for any items left on or about the Permit Area or the Property.**

**4. BVOH EQUIPMENT:** Permittee, caterer, or event set-up team shall seek approval from the BVOH prior to moving or rearranging audio-visual equipment, chairs, and/or tables. BVOH property (chairs, tables, etc.) may not be used outside the Permit Area without prior approval. Audio-Visual equipment may only be operated by BVOH staff or other BVOH-pre-approved operators.

**5. SMOKING:** Smoking is not permitted anywhere on the Property or within 30’ of doors and windows.

**6. ALCOHOL:** If the Permitted Use includes the service or consumption of alcoholic beverages, Permittee shall secure a California Alcohol Beverage Control permit applicable to the Term. **California ABC daily permits are only issued to non-profit organizations, or caterers with a type 58 liquor license.** The permit can be obtained from the California Department of Alcoholic Beverage Control located at 33 New Montgomery Street, Suite 1230, San Francisco, California 94105. For more information, call 415-356-6500. This permit must be completed and a copy received by the BVOH office five (5) days prior to the Commencement Time. Approval from the Bayview Station Permit Officer must be obtained on the application form before submitting to ABC. Bayview Station Permit Officer can be contacted at (415) 671-2313.

**7. ITEMS NOT PERMITTED ON PREMISES:** Items not permitted anywhere on the Property include, but are not limited to, bottled gas in any form (with the exception of bottled helium), "fog" or "smoke" producing equipment, hot plates, stovetops for cooking, rice for throwing, confetti or glitter, fireworks of any kind, including sparklers and fire crackers, and weapons of any kind.

**8. PROHIBITED ACTIVITIES:**

- a. Any illegal activity (including the possession or use of controlled substances, gambling, or fighting) or any act that poses a threat to life or property, is prohibited on or about the Property. Illegal activities will be reported to SFPD and all violators will be barred from the Property.
- b. Events may not promote or endorse activities that promote discriminatory practices, such as expressing non-acceptance or disrespect towards people of certain ethnicities, gender or other protected classes.
- c. There may not be any political posters or signs that promote a specific candidate for office displayed on the inside or outside of the building, or other free-standing signs by the door.

**9. KITCHEN:** Disposal of food items, grease, or coffee grounds is not allowed in kitchen sinks.

**10. ZERO WASTE:** The BVOH strives to have zero-waste events and supports the City's mandatory recycling ordinances. We therefore only permit compostable cups, plates, bowls and utensils to be used for serving food. Permittee is required to properly separate the garbage into its three compartments. Hiring of trash monitors is required for events that serve food, or Permittee must take full responsibility for trash separation. If the garbage is not properly separated at the end of an event, Permittee must take the trash with them. **NO STYROFOAM PRODUCTS ALLOWED FOR FOOD SERVICE, this includes to-go containers, too.**

**11. DECORATIONS & PERSONAL BELONGINGS:** No staples, tacks, or nails may be affixed to the historic facility or any of the leased BVOH equipment at any time! **BLUE PAINTERS TAPE is the only type of tape allowed for the adhesion of paper signs to exterior or interior walls.** All decorations must be removed, properly disposed of or taken with Permittee after event. The BVOH will not be held responsible for any personal or non-BVOH leased items left in the facility. If items are found, we will try to coordinate their return to the Permittee.

**12. ART INSTALLATIONS:** Art installations are a regular feature and integral part of the historic auditorium space. BVOH's Heritage Gallery showcases artists throughout the year and the location of artworks may be on any and all walls as well as in the floor space underneath the balcony. The removal or relocation of any artwork for a Permittee's event is not allowed without the consent and written permission of the BVOH Executive Director.

**13. SIGNS:** No signs, advertisements, or notices shall be attached to, or placed on, the exterior or interior of the buildings or elsewhere on the Property, without the BVOH Staff's prior written approval. All permitted signs, advertisements, etc., must be removed at the termination of the designated rental period, or at the request of the Bayview Opera House. **BLUE PAINTERS TAPE is the only type of tape allowed for the adhesion of paper signs to exterior or interior walls.**

**14. OPEN FLAMES:** USE OF OPEN FLAME AND OTHER FIRE PRODUCING HEATING MECHANISMS IS STRICTLY PROHIBITED ON OR ABOUT THE PROPERTY, unless a special approval is granted in writing.

**15. INSURANCE:** Permittee is required to obtain General Liability Insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage covering all times spent on the BVOH premises as part of this permit. The policy must name the Bayview Opera House, its employees, staff and officers as additional insured. If liquor is being served, the liability insurance must cover liquor liability. Permittee must also provide evidence of auto liability for \$1,000,000 per accident and evidence of worker's comp insurance of at least \$1,000,000 per incident if Permittee has employees.

**16. SECURITY:** Event security is provided by the venue and paid for by the renter.

**17. TECHNICAL EQUIPMENT:** BVOH has invested considerable effort and money into developing and installing the highest quality technical equipment for sound, lighting and video projection. We do not allow Permittee to bring in their own sound systems, projectors and lights except when approved in writing for special situations. Such approvals will not be granted for inferior systems that make our venue look less professional.

**18. ADDITIONAL FEES:** Overall breakdown of event must be in accordance with the Permit and these Rules and Regulations. If decorations or equipment are not removed from Permit Area, event hours exceed those specified, or if damage occurs to facility/equipment, additional fees will be assessed and deducted from deposit and/or charged to customer

**19. AVAILABILITY OF BVOH FOR EVENTS:** The BVOH is a historic property (built in 1888) with many needs for facility improvement including the possibility for emergency repair. Because the BVOH relies on City resources and grant funding to carry out such improvements and or renovations, the availability of the Property for events cannot always be predicted with 100% certainty. Should the BVOH become unavailable or impacted due to facility issues, the BVOH will inform the Permittee promptly and attempt to assist Permittee in securing an alternate venue.

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**20. RENTAL RATES AND AVAILABLE DISCOUNTS:** The BVOH strives to charge fair rental rates that are as affordable as possible. Discounts are available to artists, community residents and small non-profits with budgets under \$1,000,000.

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- a. Artists can receive a 25% discount off of space and equipment rental fees.
  - b. Zipcode 94124 residents can receive a 25% discount off of space and equipment rental fees.
  - c. Small non-profits with an annual budget that does not exceed \$1,000,000 can receive a 20% discount off of space and equipment rental fees.
  - d. Labor charges for house managers, technicians, trash monitors, cleaning staff, security and other extra staff are not discounted.
  - e. Special discounted rehearsal rates are available to artists for shows booked at the BVOH.
  - f. Additional discounts are available for rentals that involve long runs of multiple days or weeks are negotiated based on exact needs and compatibility with concurrent BVOH activities.
  - g. Weekday rates (Mon- Thu) are less than weekend rates (Fri – Sun).
  - h. Additional discounts for artists unable to pay the regular rates are available for a limited number of productions per year on a first come first served basis. We only select a few events per year for additional discounts, and generally they are given only if the event is strongly aligned with the mission of the BVOH as a culture hub.
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