



SOLVANG  
FESTIVAL  
THEATER

Revised Nov. 2009

**SOLVANG FESTIVAL THEATER  
APPLICATION AND STANDARD LICENSE AGREEMENT  
FOR USE OF SOLVANG FESTIVAL THEATER FACILITIES**

This document, when properly executed by all parties, represents permission by Solvang Theaterfest (herein called Licensor) for use by the applicant named below (herein called Licensee) of the Solvang Festival Theater (herein called Theater) located at 420 Second Street, Solvang, California.

**LICENSEE'S INFORMATION:**

Licensee's Name: \_\_\_\_\_

Licensee's Address: \_\_\_\_\_

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

Authorized Representative: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Alt. Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_ Tax ID#: \_\_\_\_\_

Please circle one of the following:    Non-profit                      Commercial                      Private

**EVENT DETAILS:**

Event Name: \_\_\_\_\_

Detailed Event Description:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date(s) of Event: \_\_\_\_\_ Time(s) of Event: \_\_\_\_\_

Time Need Access to Theater on Date of Event: \_\_\_\_\_

Ending Time of Event (includes clean-up): \_\_\_\_\_

Date(s) of Set Up: \_\_\_\_\_ Time(s) of Set Up: \_\_\_\_\_

Date(s) of Tear Down: \_\_\_\_\_ Time(s) of Tear Down: \_\_\_\_\_

Date(s) of Rehearsal: \_\_\_\_\_ Time(s) of Rehearsal: \_\_\_\_\_

Maximum Number of Persons Attending Event per Day: \_\_\_\_\_

**LICENSEE'S CHARGES** Please refer to Exhibit A, attached to this license agreement, to determine estimated total. Please be sure to include all required items:

▪ **Performance & Rehearsal Days Rent:**

Theater x \_\_\_\_\_ day(s), Dates: \_\_\_\_\_ \$ \_\_\_\_\_  
 House Manager x \_\_\_\_\_ day(s), Dates: \_\_\_\_\_ \$ \_\_\_\_\_  
 House Manager x \_\_\_\_\_ xtra hour(s), Dates: \_\_\_\_\_ \$ \_\_\_\_\_  
 Janitorial x \_\_\_\_\_ day(s), Dates: \_\_\_\_\_ \$ \_\_\_\_\_  
 Concession Stand x \_\_\_\_\_ day(s), Dates: \_\_\_\_\_ \$ \_\_\_\_\_  
 Box Office x \_\_\_\_\_ day(s), Dates: \_\_\_\_\_ \$ \_\_\_\_\_  
 Company Store x \_\_\_\_\_ day(s), Dates: \_\_\_\_\_ \$ \_\_\_\_\_  
 Security Personnel x \_\_\_\_\_ day(s), Dates: \_\_\_\_\_ \$ \_\_\_\_\_  
 Outdoor Tables & Chairs x \_\_\_\_\_ day(s), Dates: \_\_\_\_\_ \$ \_\_\_\_\_  
 Facility Ticket Fee (estimated) \$ \_\_\_\_\_

▪ **Set-Up & Construction Days Rent:**

Theater x \_\_\_\_\_ day(s), Dates: \_\_\_\_\_ \$ \_\_\_\_\_  
 House Manager x \_\_\_\_\_ day(s), Dates: \_\_\_\_\_ \$ \_\_\_\_\_  
 House Manager x \_\_\_\_\_ hours(s), Dates: \_\_\_\_\_ \$ \_\_\_\_\_  
 Janitorial (if needed) x \_\_\_\_\_ day(s), Dates: \_\_\_\_\_ \$ \_\_\_\_\_  
 Consultation needed prior to Event (need date): \_\_\_\_\_ \$ \_\_\_\_\_  
 Other (please specify) \_\_\_\_\_ \$ \_\_\_\_\_

▪ **Renting ONLY Garden Lobby /or/ Patron Garden** \$ \_\_\_\_\_  
 (Please Circle One) Dates: \_\_\_\_\_  
 Public Restrooms & Janitorial Services are included

▪ Other (please specify) \_\_\_\_\_ \$ \_\_\_\_\_

**ESTIMATED TOTAL:** \$ \_\_\_\_\_

Licensee understands, acknowledges and agrees that these fees and costs are estimates only.

**DEPOSIT & PAYMENT INFORMATION**

- A non-refundable deposit of fifty percent (50%) of Licensee’s estimated total charges will be required to confirm a reservation with submission of this application (refundable only if Licensor denies the application).
- Theater rental charges are listed in the Solvang Festival Theater Rate Schedule, Exhibit A, attached to this lease agreement.
- Licensor shall provide a settlement statement, with the total balance due, to the Licensee no later than 10 days after the last date of use of the Theater under this agreement based on actual charges compiled by Licensor from Exhibit A. The settlement statement shall set forth all costs, fees and other charges chargeable to Licensee, all deposits and payments received from Licensee, and a ticket sales summary (obtained by Licensor’s House Manager).
- Licensee agrees to pay total balance due no later than 10 working days following the receipt of the settlement statement.
- Licensee may terminate or cancel this agreement, without balance due, within 60 days notice in advance of the first date of the performance reserved by Licensee.

**TERMS AND CONDITIONS**

Theater Use

Licensee shall have the right of ingress and egress the Solvang Festival Theater as reasonably required for Licensee’s authorized use/s, but acquires hereby no other rights to use or interests in any parts of the Theater building/s or equipment leased under this agreement.

Liability and Indemnity

- Licensee agrees to provide a certificate of insurance, showing limits equal to those of Solvang Theaterfest (\$1,000,000 per occurrence, \$2,000,000 general aggregate).
- Further, Licensee agrees that Solvang Theaterfest will be named as additional insured, with a) a waiver of subrogation and b) a hold harmless clause.
- Licensee agrees to hold Solvang Theaterfest, its officers, agents and employees harmless from all liability, claims and loss for personal injury, death, and property damage suffered by applicant, its agents and employees in connection with its use of the facilities.
- Licensee agrees to repay Solvang Theaterfest for any property of Theaterfest or in its custody damaged or destroyed in connection with Licensee’s use of the facilities.

Date Licensee agrees to provide certificate of insurance as stated above: \_\_\_\_\_

In addition to the terms and conditions found herein, Licensee shall be obligated to follow the additional Policies and Information attached as a condition of the Lease Agreement. Licensee acknowledges that it has received a copy of the Solvang Festival Theater Rate Schedule and Policies and Information established by Solvang Theaterfest.

Licensee agrees to the aforementioned provisions, and Terms and Conditions.

\_\_\_\_\_  
Signature of Licensee or Representative      Print Name      Date

Solvang Theaterfest agrees to permit the described use on these terms.

\_\_\_\_\_  
Signature of Solvang Theaterfest Representative      Print Name      Date

- *Non-refundable Deposit of \$\_\_\_\_\_ is enclosed to reserve the use of the Solvang Festival Theater.*
- *Application and deposit to be mailed to Solvang Theaterfest at P.O. Box 917, Solvang, CA 93464*

## **Solvang Festival Theater Policies and Information**

### Reservations and Availability of the Theater

- Contact Solvang Theaterfest Office Manager, Mary Bahnken, at (805) 686-1789 or Email: [theaterfest@verizon.net](mailto:theaterfest@verizon.net) for availability, rental estimates and all other rental information.

### General Facility Information

- The Solvang Festival Theater is an outdoor theater with a 700 seating capacity amphitheater and is wheelchair accessible.
- The Theater backstage facility includes a fully enclosed Green Room (with refrigerator and microwave), and separate dressing rooms for men and women, each with restroom facilities.
- The lobby of the Theater includes full restroom facilities with handicap access.
- The Theater is equipped with house lights only and theater users must provide their own theatrical lighting and sound equipment (a list of companies which provide this service and have worked at the Solvang Festival Theater is included for your information).
- The concession building is equipped with convection oven, microwave, refrigerator, and freezer.
- The Theater's box office is available for use on a case-by-case space available basis.
- The dimensions of the Solvang Festival Theater stage are 35' 1 3/8" from front to back and 31' 8 1/4" side to side (see attached seating and stage chart).
- The Solvang Festival Theater is owned by Solvang Theaterfest, a community- based non profit organization, whose mission is to support and promote quality performing arts in the Solvang Festival Theater.

### Staff

- The Solvang Festival Theater House Manager has sole authority for the Theater during operations.
- Volunteer ushers may be arranged for an event by the House Manager upon request. Contact the Solvang Theaterfest office to make arrangements.
- The Solvang Festival Theater House Manager is available for Theater visits and consultation prior to events. (See rate schedule). Contact the Solvang Theaterfest office to make arrangements.

### Theater Rules

- No materials may be delivered to the Theater without specific prior arrangement with the House Manager.
- No materials may be left at the Theater after the strike following the final performance without specific prior arrangement with the House Manager.
- No one may be admitted in the Theater without the House Manager present or without prior permission from the House Manager or Office Manager.
- No one is allowed in the Theater without the presence of a member of Solvang Theaterfest or prior permission to access the Theater.
- No smoking is allowed anywhere on the Solvang Festival Theater property.
- No glass is allowed in the amphitheater or anywhere back stage (except within the Green Room).
- No food or drink (other than water) is allowed in the Theater's dressing rooms.

- The facility must be secured upon departure.

### Advertising

- All events at the Solvang Festival Theater will be listed as being presented at the “Solvang Festival Theater” on all promotional materials.
- Advertisement and signage for events may be posted at the Solvang Festival Theater with prior approval from Solvang Theaterfest.
- All advertisement and promotion for an event at the Solvang Festival Theater must include information that the Theater is an open-air theater, and encourage patrons to be prepared for cold temperatures with warm clothes and blankets.
- Pre-show announcements at the Solvang Festival Theater must include the following: “Welcome to Solvang Theaterfest’s beautiful Solvang Festival Theater. Please enjoy the comfort of being able to take food and drink into the facility, and respect the Theater by disposing your trash in the receptacles located at the top of every isle at intermission or the conclusion of the show.”
- Solvang Theaterfest reserves the right to no more than 8 (eight) complimentary tickets per performance.

### Maintenance

- Clean up of all facilities utilized during rehearsal and production must be done in a timely manner - this includes but is not limited to amphitheater, stage, scenery, backstage set up and other areas used by Licensee.
- Solvang Theaterfest reserves the right to charge additional janitorial fee as needed.
- Please ensure that you have the necessary number of people needed to help set up and clean up for your event.

### Safety

- A diagram of all placements of fire extinguishers and exits is posted in the Theater’s Green Room.
- A list of emergency contact numbers is posted in the Theater’s Green Room.
- Fire and smoke effects are not allowed in the Theater.
- The Theater provides two-way radio communication with the Theater’s House Manager and designated backstage contact.

### Miscellaneous

- The Solvang Festival Theater is open to the outdoor elements, with a minimally equipped stage house. Additional accommodations for the stage house may be provided by Licensee with prior permission from Solvang Theaterfest.
- Portable heating for performers is allowed on stage with prior permission from Solvang Theaterfest.
- Merchandise may be sold on Theater property during productions, with prior permission from Solvang Theaterfest. Or as available, use of the Theater’s Company Store (the Theater’s merchandise facility) may be arranged for this purpose, for a fee, with prior permission.
- Alcohol may be served and/or sold at the Solvang Festival Theater as long as Licensee obtains the necessary Daily License from the Department of Alcoholic Beverage Control.
- An assisted listening system is available at the Theater if compatible with Licensee’s sound equipment.

- Any problems or other facility issues should be immediately reported to the Theater's House Manager.
- Any questions, please contact the Theater's House Manager or Solvang Theaterfest Office Manager.

### Solvang Festival Theater Contact Information

Solvang Theaterfest  
 P.O. Box 917  
 Solvang, CA 93464  
 (805) 686-1789 Office  
 (805) 686-5912 Fax  
 Email: [theaterfest@verizon.net](mailto:theaterfest@verizon.net)  
[www.solvangtheaterfest.org](http://www.solvangtheaterfest.org)

Solvang Theaterfest – Office Manager  
 Mary Bahnken  
 Office: (805) 686-1789  
 E-mail: [theaterfest@verizon.net](mailto:theaterfest@verizon.net)

Solvang Festival Theater - House Manager  
 Lynda Kelley  
 Cell: (805) 245-9775

### List of Lighting & Sound Companies

*The following is a current list of companies – some have operated at the Solvang Festival Theater. Solvang Theaterfest provides this list for your convenience, but does not endorse or require their use.*

- PCPA Theaterfest – Jeff Allen, Production Manager (805) 928-7731 ext.3152  
[www.pcpa.org](http://www.pcpa.org)
- Creekside Audio Video – Ryan Kayson, (805) 452-8042 [www.creeksideaudio.com](http://www.creeksideaudio.com)  
 Sound ♦ Video ♦ Lighting ♦ Power ♦ Production ♦ Consulting ♦ System Design ♦ Rentals
- Ray Hinton Jr. of Santa Barbara Grip & Lighting, (805) 494-0373, 358-8852  
[www.santabarbaragripandlighting.com](http://www.santabarbaragripandlighting.com)
- Videomax Productions Inc. – Michael Kamm, 866-920-2835, (805) 498-3797  
[www.videomax.net](http://www.videomax.net)
- Luners Pro Sound and Lighting, Santa Barbara, CA (805) 963-7756  
[www.lunerssb.com](http://www.lunerssb.com)