

BERKELEY REPERTORY THEATRE

FACILITIES USE/
POLICIES AND
PROCEDURES



Berkeley Repertory Theatre

Small Berkeley Park
building is reserved
for maintenance

VID COURTYARD

UNIVERSITY OF CALIFORNIA
BERKELEY

ABOUT BERKELEY REPERTORY THEATRE

Berkeley Repertory Theatre has grown from a storefront stage to an international leader in innovative theatre. Known for its ambition, relevance, and excellence, as well as its adventurous audience, the nonprofit has provided a welcoming home for emerging and established artists since 1968. Over 5.5 million people have enjoyed nearly 500 shows at Berkeley Rep, which have gone on to win six Tony Awards, seven Obie Awards, nine Drama Desk Awards, one Grammy Award, one Pulitzer Prize, and many other honors. Berkeley Rep received the Tony Award for Outstanding Regional Theatre in 1997. To formalize, enhance, and expand the processes by which Berkeley Rep makes theatre, The Ground Floor: Berkeley Rep's Center for the Creation and Development of New Work was launched in 2012. The Berkeley Rep School of Theatre engages and educates some 20,000 people a year and helps build the audiences of tomorrow with its nationally recognized teen programs. Berkeley Rep's bustling facilities—which also include the 400-seat Peet's Theatre, the 600-seat Roda Theatre, and a spacious campus in West Berkeley—are helping revitalize a renowned city.

THE FACILITIES

Berkeley Rep operates several facilities, including two theatre buildings, an adjoining courtyard, school, rehearsal spaces, office spaces, meeting rooms, and artist housing. When not in use by Berkeley Rep, these spaces are available to licensees for performances, lectures, meetings, rehearsals, receptions, special events, artist housing, and other activities. In most cases, Berkeley Rep can 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 in the Berkeley Rep School of Theatre and Medak Center (on Addison Street next door to the theatres) as well as our Harrison Street campus (located in West Berkeley).

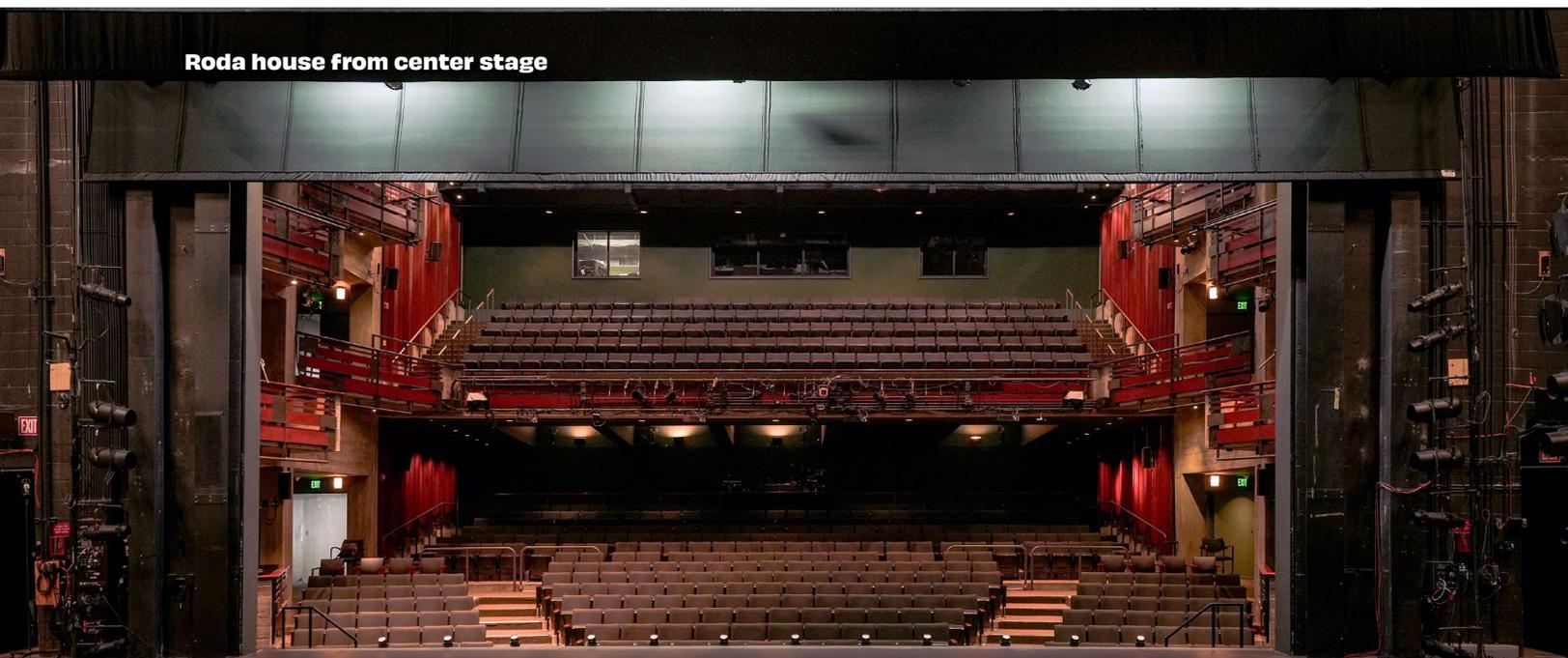
Berkeley Rep's downtown facilities are easily accessible by public transportation: the Downtown Berkeley BART station is located one block away, and several AC Transit's bus lines travel through the downtown hub within one to two blocks from the theatres. Parking is available across the street from the theatres in the City Garage, with entrances on Center Street and Addison Street.



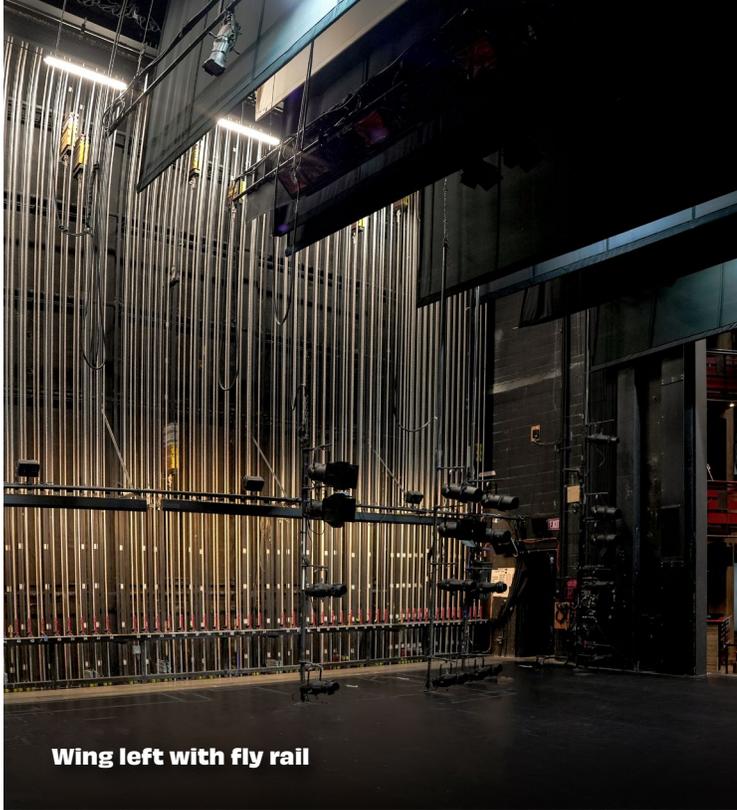
Roda stage from the first row of the mezzanine

RODA THEATRE AND LOBBIES

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, ADA Compliant dressing room and restroom, a green room with kitchen (sink, microwave, full-size refrigerator, and oven), and a private restroom for performers.



Roda house from center stage



Wing left with fly rail



Wing right with loading dock

RODA THEATRE

Facility Features

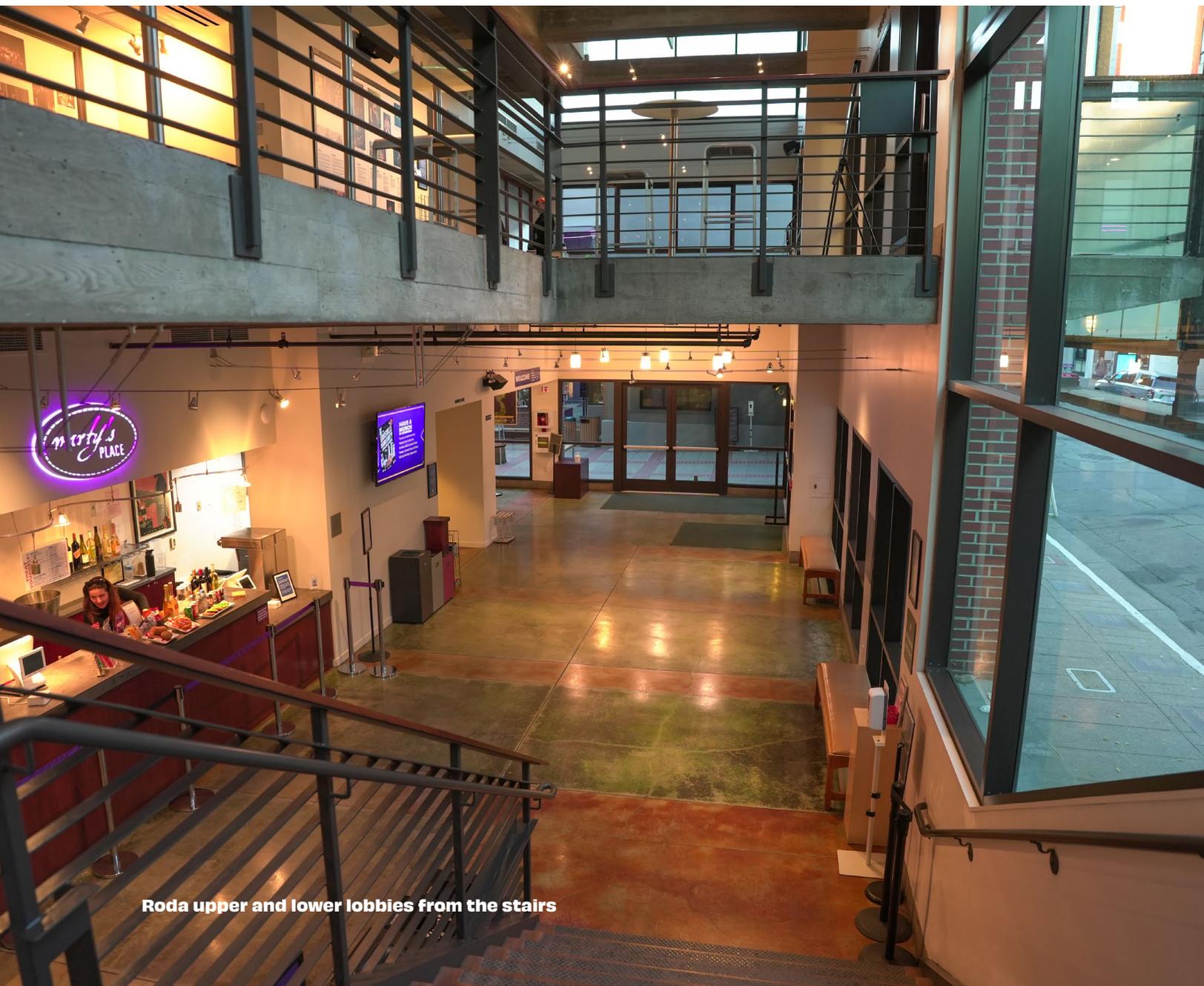
- Proscenium: 40' wide, 26' tall
- Stage: 36'6" deep (from plaster line to last lineset); 42' (from front of stage to back columns)
- Wing space: 17' stage right; 14' stage left.
- Grid: 67' from stage floor
- Linesets: 51 on 6" and 8" centers
- Meyer Loudspeaker system
- Yamaha CL5 sound console
- Large inventory of theatrical lights
- Trapped floor: 4' x 8' plywood platforms with painted Duron surface.
- Trap room: 10' deep
- Loading dock with room for one 52' semi trailer

Audience Capacity/Services

- 568 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.

RODA THEATRE: LOWER AND UPPER LOBBIES

The lower and upper lobby areas of the Roda Theatre are also available for receptions, meetings, sit-down dinners, and other events. The lower lobby 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 upper lobby is open, airy, and flooded with natural light through large glass walls and windows; highlights include high ceilings and 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 based on fire codes for specific events.



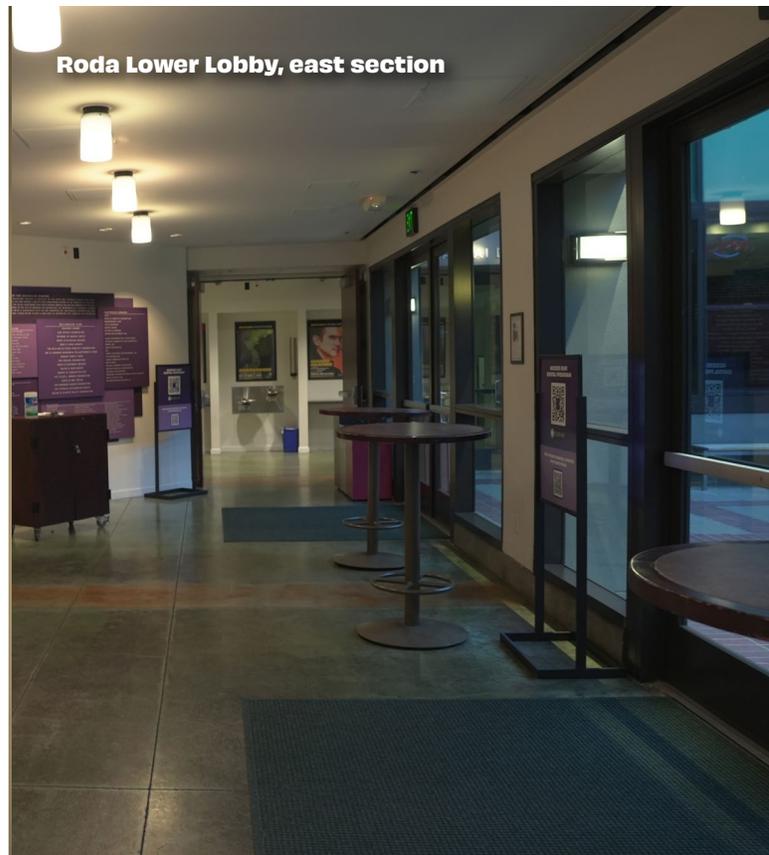
Roda upper and lower lobbies from the stairs



Roda Upper Lobby



Roda Lower Lobby, west section



Roda Lower Lobby, east section



PEET'S THEATRE AND OSHER LOBBY

Opened in 1980, Berkeley Rep's beloved intimate Peet's Theatre features 399 seats, backstage space, two dressing rooms, and a Green Room with kitchen (sink, microwave, full-size refrigerator, and oven). Ideal for receptions and other celebratory gatherings, the wraparound lobby is complete with a 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.





Osher Lobby

PEET'S THEATRE

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"
- Large inventory of theatrical lights
- Meyer Loudspeaker system
- Yamaha CL5 sound console
- Trapped floor: 4' x 4' plywood platforms with a painted surface.
- Trap space: 4' deep

Audience Capacity/Services

- 399 seats
- Wheelchair-accessible seating: 4
- Last row of seats 32' from front of stage
- Assisted listening devices.



Narsai M. David Courtyard from main gate

NARSAI M. DAVID COURTYARD

The beautiful brick Narsai M. David Courtyard joins the Roda Theatre and the Peet's Theatre. The Courtyard is accessible through the lobbies of both theatres or through 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 M. 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 and private celebrations. The capacity of the Courtyard will be determined based on the fire codes for specific events.

MICHAEL'S SECOND ACT

Michael's Second Act is a bar located at the back of the Narsai M. David Courtyard. Heavily used during performances, this space is available for private receptions. There is a small stage, upright piano, and large monitor available to use. The capacity of the bar will be determined based on the fire codes for specific events.



Michael's Second Act interior



Michael's Second Act courtyard signage



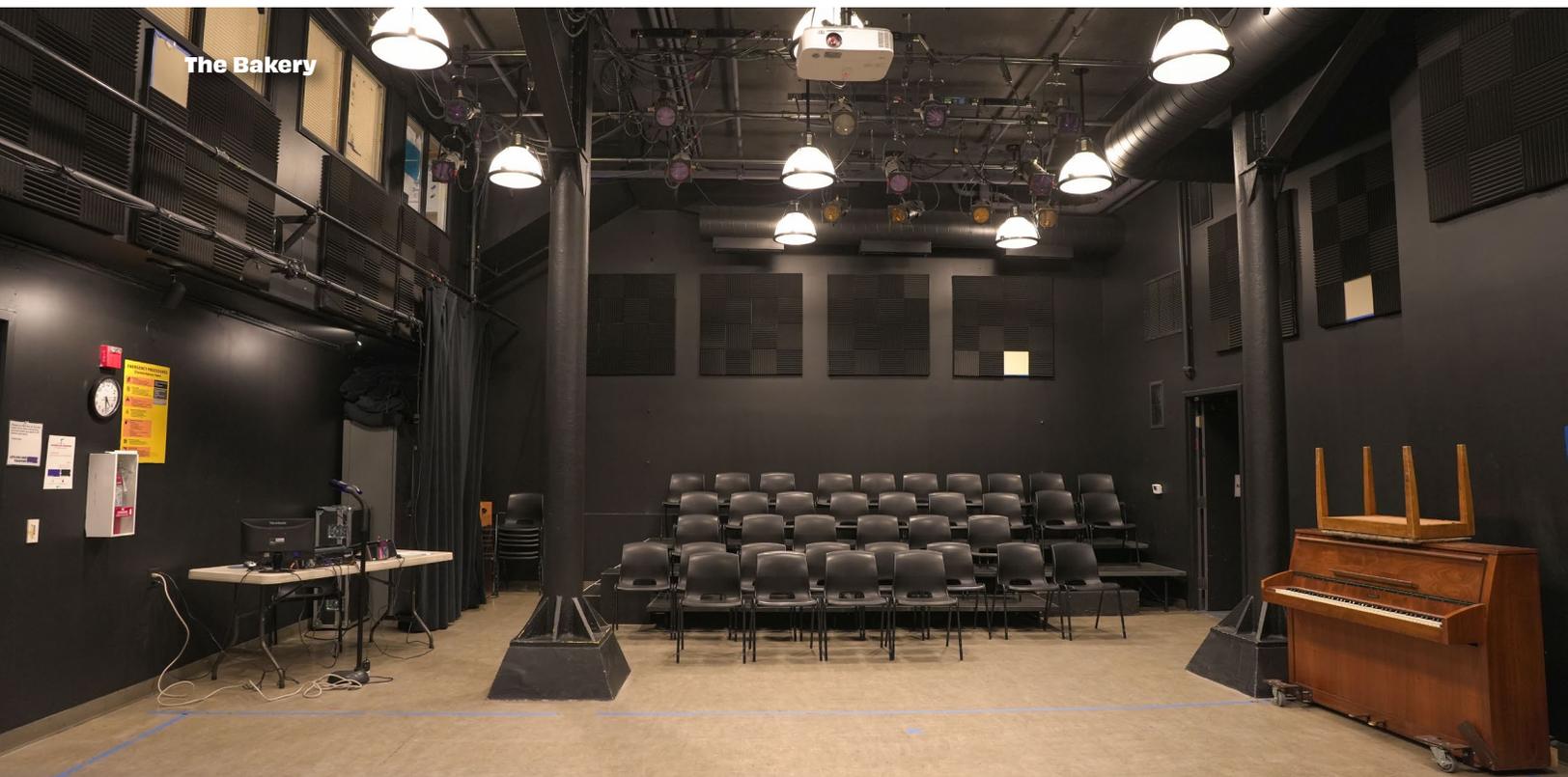
Michael's Second Act bar



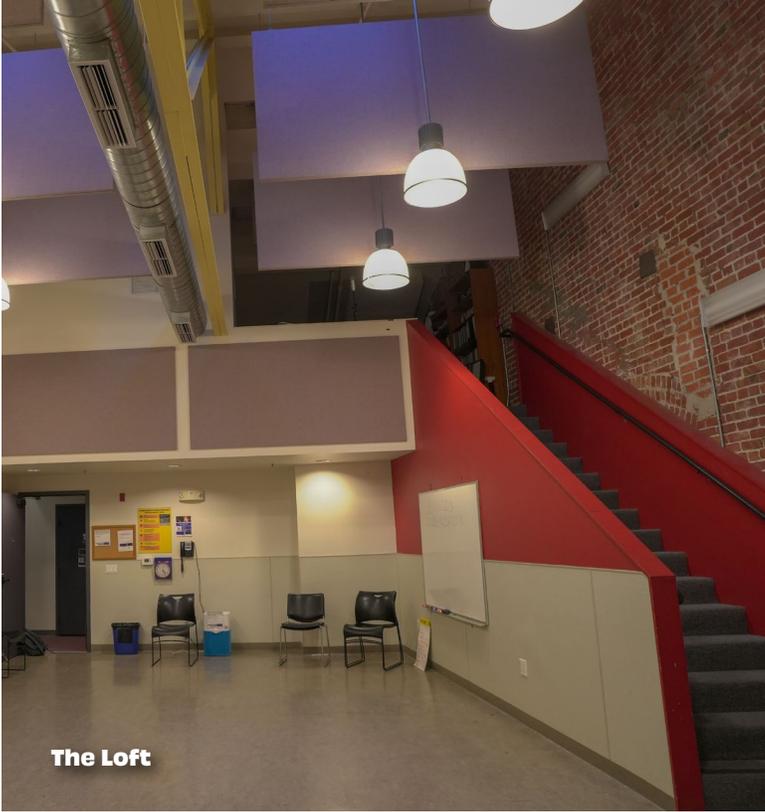
School of Theatre Exterior

BERKELEY REP SCHOOL OF THEATRE

Directly to the east of Berkeley Rep's Peet's Theatre in the historic landmark Golden Sheaf Bakery building is the Berkeley Rep School of Theatre, which includes two classrooms and a studio space. 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.



The Bakery



The Loft



The Blue Room

SCHOOL OF THEATRE

Bakery

- 39' x 28' classroom/studio space
- Fixed lighting grid on ceiling at 18'
- Projector
- Black drapes
- Risers and 50 chairs
- Small sound system for playback or vocal reinforcement.

Loft

- 18' x 34' classroom space
- Table and chairs available
- AV equipment available upon request for additional fee

Blue Room

- 15' x 35' classroom space
- Table and chairs available
- AV equipment available upon request for additional fee



Medak Center facade



Medak Center terrace

MEDAK CENTER

The Medak Center, located at 2009 Addison Street, features 40 studio apartment units (450 square feet), each fully furnished with its own kitchen and bathroom, with on-site laundry. It's located in Downtown Berkeley close to the UC Berkeley campus, BART, entertainment, and restaurants. This Gold LEED-certified building also features an outdoor terrace shared by residents, a studio, a classroom, and a 19' x 32' mural commissioned in collaboration with the Sogorea Te' Land Trust and created by artist CeCe Carpio acknowledging the Ohlone peoples. When not in use by Berkeley Rep, apartments are available at subsidized rates for short-term use by other nonprofit organizations. The outdoor terrace and studio spaces are also available for rentals and special events.



Medak apartment interior



Medak apartment kitchen



Medak Studio



Medak Classroom

MEDAK CENTER

Medak Studio

- 35' x 47' classroom/rehearsal hall/studio space
- Sprung plywood floor (Marley available upon request for additional fee)
- AV equipment available upon request for additional fee

Medak Classroom

- 27' x 35' classroom
- Tables and chairs available
- Large TV
- AV equipment available upon request for additional fee

Medak Housing

- Fully furnished studio apartments
- Laundry onsite
- Email rentals@berkeleyrep.org for more information about apartment amenities.

HARRISON STREET CAMPUS

Berkeley Rep's Harrison Street Campus houses our administrative offices, production shops, storage facility, and rehearsal halls. When not in use by Berkeley Rep, the following spaces are available for rentals.

Tony Taccone Rehearsal Hall

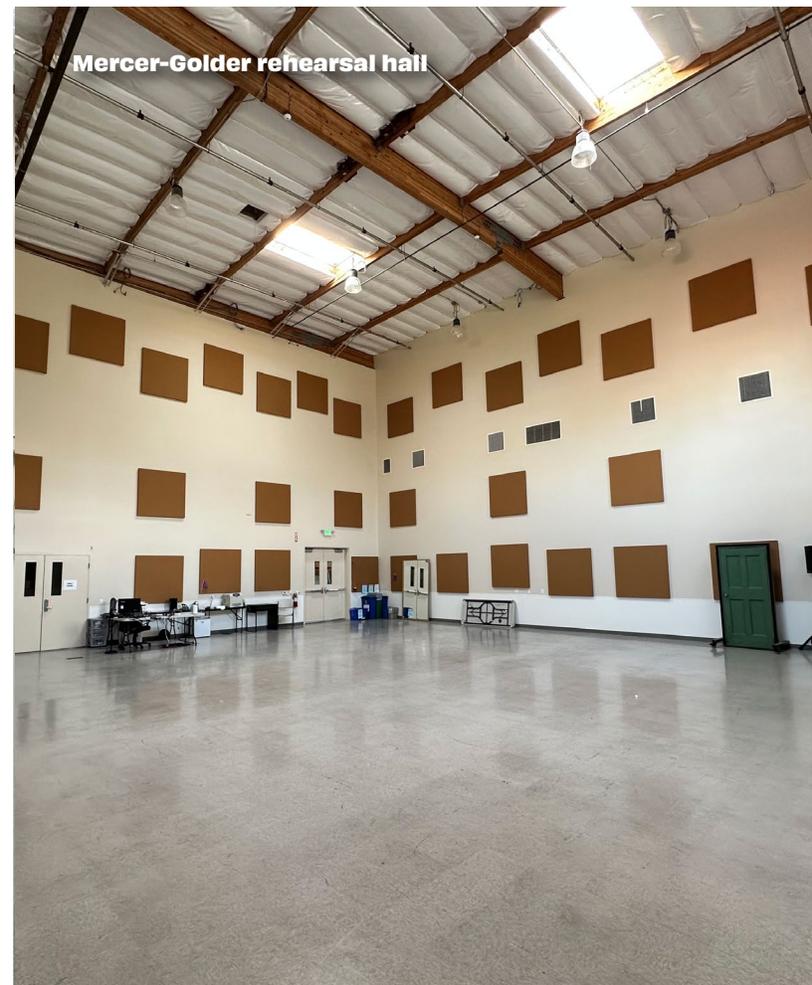
- 66' x 47'
- Tiled sprung floor

Mercer-Golden Rehearsal Hall

- 47' x 45'
- Tiled sprung floor

The Haber Room

- 32' x 12'
- Carpeted floor
- Large monitor
- Meeting room or small rehearsal hall



FACILITY USE POLICIES

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 space within its facilities available for public use for at least 40 days (320 hours) each year. For these 40 days of space use, Berkeley-based organizations and businesses receive 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. 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 email rentals@berkeleyrep.org.

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 detailing current facility use and labor fees for community and other organizations and individuals, please email rentals@berkeleyrep.org. 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. Fifty percent (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 Theatre, the following Berkeley Rep personnel must be at the facility any time that the Licensee, its agents, contractors, or employees are present:

- **a Sound Operator**
- **a Light Board Operator**
- **a Stage Supervisor**
- **an Event Supervisor**

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

- **Berkeley Rep House Manager;**
- **Ushers (minimum of 10 for Roda Theatre and 6 for Peet's Theatre), 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 (1) hour 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 one hundred and fifty percent (150%) the original rate; after twelve (12) hours of work in any twenty four (24) hour period, the double overtime rate increases to two hundred percent (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, 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 BRT Box Office availability, Berkeley Rep is able to provide box office sales and ticketing services for Licensee's event for additional fees

Merchandise and Concessions Sales

Licensee may sell merchandise (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 (1) 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 Licensee's request and Front of House availability, Berkeley Rep will provide concessions services for Licensee's patrons at no charge to Licensee. Licensee must notify Berkeley Rep at least two (2) weeks 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 two (2) weeks 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 Theatre 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, banners, 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, and 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.

BERKELEY REP

PEET'S THEATRE

2025 Addison St
Berkeley CA 94704

RODA THEATRE

2015 Addison St
Berkeley CA 94704

SCHOOL OF THEATRE

2071 Addison St
Berkeley CA 94704

MEDAK CENTER

2009 Addison St
Berkeley CA 94704

OFFICES/REHEARSAL HALLS

999 Harrison St
Berkeley CA 94710

Contact:

rentals@berkeleyrep.org