



# City of Westminster

## Staff Report

8200 Westminster  
Boulevard  
Westminster,  
California 92683

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File #: 26-1277, Item #:

Meeting Date: February 11, 2026

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### ***Westminster City Council***

#### **SUBJECT**

Study Session – Multi-Cultural Community Center at the Westminster Rose Center prepared by TheatreDNA.

**From:** Christine Cordon, City Manager  
**Requested by:** Administration  
**Prepared by:** Adolfo Ozaeta, Assistant City Manager;  
Shaunna Hunter, Senior Management Analyst

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#### **RECOMMENDED ACTION**

Provide direction only. No action.

#### **BACKGROUND**

The Westminster Rose Center is situated within the Westminster Civic Center which includes City Hall, Westminster Police Department, Community Services Building and Senior Center, Orange County West Justice Center, and Orange County Library. It was developed under the direction of Westminster City Council and opened in 2006. The facility was designed to increase community access to high-quality performance arts and cultural experiences, while providing a rental venue for corporate networking, holiday gatherings, and weddings.

#### **Facility Management**

Since the Rose Center opened in 2006, the City has contracted both the management of the theater and the ballroom to third-party vendors; however, the building maintenance is conducted by the Public Works Department. The theater is and has been managed by a non-profit entity, Friends of Abbey Centre, dba Friends of the Rose Center Theater (Friends).

The City Council agreed to an amendment to the Friends agreement which expired in 2024 at the December 18, 2025, City Council meeting with a new term ending June 30, 2026, with an optional one-time extension for up to 3 months pending the Request for Proposal (RFP) development process. The amended agreement required the Friends to pay \$5,000 per month beginning in January 2026 through the term and any extension period.

The Rose Center Ballroom was initially managed by Crystal Rose Catering, and most recently managed by Mastroianni Family Enterprises, dba Jay's Catering. The operational agreement with Jay's Catering terminated August 31, 2025, with a single day extension for an event held on October 11, 2025. Since October 12, 2025, the ballroom has been unavailable for rental use. Staff continues to receive rental use inquiries for the Ballroom.

### TheatreDNA

In May 2025 with Council's direction, staff obtained an outside firm to evaluate and analyze the Rose Center operations, prior to deciding on the future operational model of the Rose Center. The cost for TheatreDNA to perform this scope of work was \$30,000.

At the October 15, 2025, City Council meeting, TheatreDNA provided their final report analyzing the operation of the Westminster Rose Center (Attachment 1). The study included evaluation of current operators, 32 stake-holder interviews, a community wide survey, and numerous interviews with operators, city department staff, and council. The report evaluated the Rose Center's competition in the Los Angeles/Orange County market for performance venues, ballroom facilities, and complexes that had both a performance venue and an attached ballroom facility.

At the November 12, 2025, City Council meeting, staff presented the TheatreDNA study for council consideration. City Council directed staff as follows:

- Receive and file the report prepared by TheatreDNA.
- Repurpose the Rose Center as a Multi-Cultural Community Center dedicated to serving all qualifying non-profit organizations within the City.
- Direct City staff to continue working with TheatreDNA and develop operational requirements that will best serve the community's interests.
- Issue an RFP to solicit qualified operators to manage the Rose Center in accordance with the City's established requirements.

From this direction, staff developed a scope of work and contracted with TheatreDNA. The scope of work consists of the following five work tasks. Each task and anticipated timeline is listed below:

- 1.) Project Kick Off and Goal Defining – January 2026
- 2.) Council Member Interviews – January 2026
- 3.) Facility Type and Model Comparison – January to February 2026
- 4.) RFP Generation – March to April 2026
- 5.) Operator Procurement Process – April to June 2026

The total cost for TheatreDNA to perform this scope of work is \$29,963 (Attachment 2) and is expected to be concluded in June 2026 with operator procurement. The completion of tasks is dependent upon City procurement processes and securing qualified applicant responses to the RFP.

TheatreDNA conducted City Council Member interviews during early January 2026 and held a project kickoff meeting with staff. Based on the stakeholder interviews, TheatreDNA has synthesized statements regarding the following:

- Definition of a Multi-Cultural Center.
- Types of uses of the Center, including activities, programs, and events.
- Whom the center should serve.
- Food and beverage at the site.
- Financial expectations.
- Operation model.

#### Rose Center Facility Investment and Needs

The City has invested annually to maintain and repair major systems at the Rose Center, including HVAC, electrical, roof, and plumbing. These expenses can be found under the “Maintenance” column of Table 1. The table also provides the fiscal year breakdown of all utilities. The table does not include the personnel labor costs to conduct maintenance, coordinate contractors, or emergency call-outs. This cost is absorbed in the Public Works personnel budget and is approved annually through the budget process.

Table 1: Maintenance and Utility Cost by Fiscal Year

YEAR	SCE	GAS	WATER	PHONE	MAINTENANCE	TOTAL
FY2024-25	\$ 135,216.25	\$ 13,245.50	\$ 2,040.70	\$ 7,836.48	\$ 46,627.23	\$ 204,966.16
FY23-2024	\$ 149,382.24	\$ 1,524.42	\$ 2,322.36	\$ 4,679.17	\$ 36,224.84	\$ 194,133.03
FY2022-23	\$ 125,609.18	\$ 2,121.36	\$ 1,982.01	\$ 4,974.23	\$ 33,728.52	\$ 168,415.30
FY2021-22	\$ 98,471.03	\$ 1,470.85	\$ 1,992.00	\$ 4,784.36	\$ 128,308.77	\$ 235,027.01
FY2020-21	\$ 70,459.32	\$ 1,302.64	\$ 1,235.06	\$ 4,306.52	\$ 36,894.09	\$ 114,197.63
FY2019-20	\$ 84,842.61	\$ 4,276.76	\$ 1,195.09	\$ 4,697.60	\$ 23,776.97	\$ 118,789.03
FY2018-19	\$ 93,298.16	\$ 5,542.22	\$ 1,554.46	\$ 4,151.72	\$ 55,933.20	\$ 160,479.76
FY2017-18	\$ 121,748.73	\$ 12,406.72	\$ 2,270.88	\$ 4,705.85	\$ 33,434.94	\$ 174,567.12
FY2016-17	\$ 111,565.08	\$ 5,805.13	\$ 2,696.27	\$ 3,648.73	\$ 43,194.32	\$ 166,909.53

The Public Works Department obtained estimates for facility improvements. The estimates were collected within the last 60 days with the exception of the ballroom audio/visual equipment which was provided in December 2024:

Item	Status	Description	Estimate
RC Roof Repair	Replacement	End-of-life replacement	\$1,107,352
Ballroom Flooring	Replacement	End-of-life replacement	\$42,650
Bathroom Fixtures	Replacement	Plumbing efficiency	\$44,550
LED Lighting	Replacement	Retrofit 469 lights	\$150,000
Lighting Control	Replacement	End-of-life replacement	\$38,546
WI-FI	Upgrade	HVAC/Energy upgrade	\$3,500
Energy Panel	Upgrade	Software update	\$8,369
HVAC Ducting	Replacement	End-of-life replacement	\$150,000
HVAC Controller	Upgrade	Functional improvement	\$27,500
Ballroom Ceiling Tile	Replacement	Repair from roof leaks	\$77,999
Ballroom Dividers	Repair/Maint.	Functional maintenance	\$9,732
Lobby/Office Tint	Upgrade	Energy efficiency	\$47,600
Ballroom AV	Replacement	End-of-life replacement	\$40,286
Theater Light/Sound	Replacement	Improvement	\$1,032,038
Exterior Lights	Replacement	Broken fixtures (2)	\$4,650
Exterior Facility Glass	Replacement	Broken glass panels (2)	\$15,000
Lobby Carpet	Repair/Maint.	Carpet stretching	\$685
Total estimated cost of the listed repairs			\$2,800,457

These improvements represent the minimum number of improvements needed to operate the Rose Center Facility. The improvements would need to be in place by the time that the operator procurement process is complete (estimated June 2026).

### **FISCAL IMPACT**

None.

### **LEGAL REVIEW**

The City Attorney's Office has reviewed as to form.

### **CONCLUSION**

Westminster Rose Center is in a planned transition phase to implement its future use and operational structure. Based on Council direction and the findings of the TheatreDNA evaluation, staff is advancing efforts to repurpose the facility as a Multi-Cultural Community Center serving qualifying nonprofit organizations and to procure a qualified operator through a formal RFP process. Staff has identified facility maintenance and capital improvement needs that will inform future budget and investment decisions. Council action will enable staff to proceed with operator procurement and operational planning to ensure the long-term sustainability and community benefit of the Rose Center.

### **ATTACHMENTS**

1. Rose Center Planning Study Final Report – Condensed Summary
2. Proposal for a Multi-Cultural Community Center at the Westminster Rose Center prepared by TheatreDNA

### **REVIEWED BY**

Erin Backs, Finance Director  
City Attorney's Office  
Christine Cordon, City Manager



CITY OF WESTMINSTER

# ROSE CENTER BUSINESS PLANNING STUDY

FINAL REPORT ISSUED: October 8, 2025

Prepared by



Dear Christine Cordon,

TheatreDNA® LLC is pleased to submit our final report to the City of Westminster regarding the Rose Center Business Planning Study. This report represents months of analysis, stakeholder conversations, and community input that together shaped a forward-looking plan for the two business units that comprise the facility, the Theatre and the Ballroom event space. Our goal was to assess the strengths of the current operators and management models, identify areas for improvement, and align those with the City's broader civic and cultural priorities to chart a financially sustainable future for this important community asset.

We would like to express our sincere appreciation for the cooperation and collaboration of the Rose Center Theater staff, Jay's Catering ownership, and the City's leadership team throughout this study. Their openness in sharing operational insights, financial information, and institutional knowledge was instrumental to our analysis.

Our work examined the Rose Center's historical operating performance, competitive positioning in the regional market, and financial outcomes for both the theatre and event spaces. Through in-depth stakeholder interviews, multilingual community surveys, and benchmarking of rental fees and staffing models, we gathered valuable insights into how the facility is used today and how it can better serve Westminster's diverse population.

The findings reveal a well-loved facility with strong Theatre utilization and Ballroom demand, but one that faces challenges in marketing, pricing structures, facility upkeep, and governance clarity. Our recommendations propose strengthening the Rose Center as a multipurpose civic and cultural hub through a realignment of roles and responsibilities, adoption of clearer financial models, and improvements to the user experience.

Key strategies include the City assuming a more direct role in Ballroom management, expanded marketing and multilingual outreach, incremental capital reinvestment in both theatre and facility systems, and the creation of a cost-recovery framework that safeguards the City's resources while expanding community access. These steps will ensure the Rose Center evolves into a more inclusive, flexible, and financially sustainable venue that reflects Westminster's cultural richness.

The report includes a business and operational plan outlining governance options, staffing needs, pro forma budgets, and a roadmap for implementation. It has been a privilege to work with the City of Westminster, the Rose Center Theater, Jay's Catering, and the many community members who shared their perspectives. We are honored by the trust placed in TheatreDNA and look forward to seeing the Rose Center thrive in its next chapter as a vibrant cultural anchor for Westminster and the surrounding Anaheim-Huntington Beach communities. Please do not hesitate to reach out if we can provide additional support during implementation.

Sincerely,



Benton Delinger  
TheatreDNA Founding Principal

01

# INTRODUCTION



# ACKNOWLEDGEMENTS

TheatreDNA would like to thank the entire Study Team, the City of Westminster staff and elected officials, The Rose Center Theater leadership team, Jay's Catering, stakeholder interviewees, and residents of Westminster for generously sharing their time, perspective, expertise, and inspiration throughout the study process. The commitment from these groups was significant and crucial to the study's success in identifying a path to enhance the community's quality of life and economic prosperity through the performing arts.

The information gathered in the following report is based on estimates, assumptions, and data collected from consumer and socio-economic databases, market research, benchmarked industry studies, and the team's personal knowledge and experience of the arts and culture industry. Other information and metrics were provided by other parties which has not been audited and verified by an independent third-party and is assumed for the purpose of this study to be true and accurate.

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## CITY OF WESTMINSTER - STUDY GROUP MEMBERS

Erin Backs  
*Finance Director*

Christine Cordon  
*City Manager*

Adolfo Ozaeta  
*Assistant City Manager*

Shaunna Hunter  
*Senior Management Analyst, City Manager's Office*

Vanessa Johnson  
*Community Services Director*

Jake Ngo  
*Public Works Director*

Caroline Velarde  
*Economic Development Director*

## STUDY TEAM MEMBERS

Benton Delinger | TheatreDNA  
*Founding Principal*

Alex Hargis | TheatreDNA  
*Principal*

Teresa Koberstein | Assembly Arts  
*CEO*

# PROJECT OVERVIEW

Requiring a significant investment of time and money, public assembly venues should be routinely evaluated and improved, from capital assets to the business plans. This is to keep up with an entertainment and cultural market that is constantly changing based upon the needs of artists and the evolving purchasing behaviors of ticket buyers, sponsors, and rental clients.

To that end, the City of Westminster is seeking to understand the advantages and disadvantages of various operating models and to determine which one is the best fit for the Rose Center and the local marketplace. The selected operating model should position the venue and the city for success and be adaptable to future change. In addition, the City needs to fully grasp the financial impact of these changes through an operational pro forma forecasting revenue and costs for the next five years after all changes have been adopted. The study began

by asking the community – via one-on-one interviews as well as digital surveys – to share the ways in which the Rose Center has been in service to them, and ways in which it could improve. We visited Westminster to ground our work within the spirit of the community and its culture. The team analyzed the market of competitive facilities in the region, reviewed historical data regarding Rose Center operations over the past twenty years, and analyzed finances and operations from the operators.

We understand that the Rose Center is facing a need to maximize the usage of the facility for the community while minimizing the financial and operational impact on city departments. This report summarizes our findings and recommendations.

## THE OBJECTIVE

- To conduct an analysis of the Rose Center’s historical business performance to determine what operational changes should be done to position the venue, its theatre and Ballroom events spaces, successfully for decades to come.

## GOALS

- Discover ways to maximize usage of the facility for the community.
- Find opportunities to increase revenue generation for the City, to recover its costs.
- Ensure the facility continues to meet the cultural needs of the Westminster community.

## CHALLENGES

- Defining the original usage intent of the Rose Center and it has changed over time.
- Aligning the needs of each organization to create an effective operating model.
- Creating a corresponding business plan for the recommended operating model that maximizes both mission-oriented uses as well as aids in cost-recovery for the City.

## KEY QUESTIONS TO BE ANSWERED

1. Is this the right governance model, and are these the right operators to run the Center?
2. Does the facility’s condition and management policies allow for maximum/best use?
3. Is the arrangement between stakeholders equitable and fulfill facility use goals?

# METHODOLOGY

We intentionally begin every study with a blank slate, because we can't begin looking through data without first knowing why we are looking in the first place. And for each of our client partners, that "why" is different. The City of Westminster's "why" centered around improving bookings for the Rose Center, community access, and finding opportunities to increase the City's cost-recovery. With this understanding, we structured the project by the following tasks:

## Project Tasks

1. Discovery
2. Market Analysis
3. Needs Assessment & Space Utilization
4. Operations Analysis
5. Research Review
6. Governance Recommendations
7. Business & Operational Plan
8. Final Recommendations & Action Plan

Our process for conducting the study involved significant quantitative and qualitative data intake that was gathered from City Leadership, the Rose Center Theater, Jay's Catering, stakeholders, and the community at-large. That information was then used to develop the supporting components for operating model recommendations with an accompanying operating and business plan. Below are the steps that were taken to establish the study goals and to receive data for analysis.

1. Established the Working Group, a small advisory committee made up of City staff
2. Requested the historical organizational documentation, such as financials, historic rental and ticket sales, facility information, and background details
3. Researched local competitive market for cultural programming and rentals
4. Onsite surveying to *National Night Out* attendees
5. Received **195 responses** from a citywide survey
6. Conducted **32 interviews** with key stakeholders
7. Toured and evaluated the Rose Center along with other city facilities
8. Held meetings with the Working Group and bi-weekly check-in meetings with City Leadership

# STUDY OBJECTIVES



Benchmark historical venue operation performance metrics of utilization, ticket sales, rental sales, marketing, and operational cost recovery against regional market levels and industry-wide standards



Define the capabilities, skillsets, needs, and future goals of each relevant stakeholder to establish roles and responsibilities and assign the right stakeholder to each



Determine the best operational and governance model for the City of Westminster based upon the City's values, financial viability of the Rose Center, and available resources



Create a business plan that includes staffing, utilization projections, and financial forecasting



Review and edit the Request for Proposal for venue operators with city staff



To ensure all recommended strategies will be community-inspired and honor the historical and cultural legacy of Westminster

# GLOSSARY OF VENUE MANAGEMENT TERMS

<b>Agents</b>	Agents are responsible for managing and representing an artist’s commercial interests, including soliciting performance offers from promoters or venues
<b>Contributed Revenue</b>	Income derived from fundraising, individual giving, sponsorships, endowments, grants, general fund allocation, or another subsidy
<b>Co-Pro</b>	A deal type in which a venue and an artist or producer—jointly share the financial risk, production responsibilities, and potential revenue of an event
<b>Cultural Events</b>	Festivals, programming, and celebrations that highlight a specific heritage or ethnic group, can be religious in nature
<b>Earned Revenue</b>	Income derived from products and services the venue sells, such as event admission, ticketing fees, concessions, catering, parking, rental fees, etc.
<b>Event</b>	Any function of booked time (rehearsal, performance, meeting, setup, tear down)
<b>Facility Fee</b>	A fixed charge added to the ticket price, typically included in service fees, that helps cover the operational and maintenance costs of the entertainment venue
<b>Performing Arts</b>	The term used to classify the following art mediums: theatre, music, dance, musicals, spoken word, circus, magic, comedy, opera, musical theatre
<b>Per Caps</b>	A term typical used to refer to the amount of food and beverage, concessions specifically, spent per capita (per patron) for an event
<b>Presenting</b>	When a host organization or venue purchases entertainment from a producer to be performed at the organization’s venue
<b>Programming</b>	The process of booking functions into an assembly facility and event calendar management
<b>Producing</b>	When an entity creates an event property or show from the “ground up,” encumbering all production and businesses expenses
<b>Promoter</b>	A 3 <sup>rd</sup> party entity that rents a facility to host their entertainment product in that venue
<b>Quinceañera</b>	A traditional Latin American celebration that marks a girl’s 15th birthday, often featuring a religious ceremony followed by a festive reception
<b>Rentals</b>	Any 3 <sup>rd</sup> party group that pays to use the venue for weddings, corporate meetings, awards banquets, non-profit performances, etc.
<b>Resident Companies</b>	Local art groups or tenants that serve the mission-based goals of the venue, typically receiving booking priority and discounted or free service rates
<b>Talent Buying</b>	The act of identifying entertainment product, negotiating, and contracting the product
<b>Venue Operator</b>	An individual or organization responsible for managing the day-to-day operations including staffing, maintenance, scheduling, and administration
<b>Weddings</b>	Nuptial events including ceremonies, rehearsal dinners, and receptions

WARNE FAMILY ART GALLERY

02

# EXECUTIVE SUMMARY

THEATER ENTRANCE

Thank you for your support!

EXIT

# ORGANIZATIONAL HISTORY & CIVIC IDENTITY

The Rose Center, opened in 2006 under Mayor Margie L. Rice’s vision, was intended as Westminster’s cultural hub, with a specific goal to subsidize a local community theatre group who would also served as the Theatre operator. At nearly 30,000 square feet, the facility features a 400-seat theater, a 400-person capacity Ballroom with a commercial kitchen, and outdoor space designed to host weddings, concerts, and civic events. Since its inception, the Friends of the Rose Center Theater have operated the Theater, while Ballroom operations transitioned from Crystal Catering to Jay’s Catering—though Jay’s recently stepped away from its role. The governance model placed daily operations and event management in the hands of operators, while the City of Westminster retained responsibility for major building systems and capital planning, but its original annual maintenance fund was never sustained, creating long-term challenges in facility upkeep.

The Rose Center’s history and operation are closely tied to Westminster’s civic identity and demographics. With nearly 90,000 residents, Westminster is home to the largest Vietnamese population in the United States—around 43% of its total—which has shaped the city’s cultural and economic character since the founding of Little Saigon in 1975. Community celebrations such as the Tet Festival and Mid-Autumn Festival highlight this diversity, while Latino and other multicultural traditions further enrich the civic fabric. In this context, the Rose Center represents more than a building—it reflects the city’s role as a place where cultural expression, community gathering, and economic development converge.

## STAKEHOLDERS & THEIR CURRENT ROLES



Venue Owner



Theatre Operator



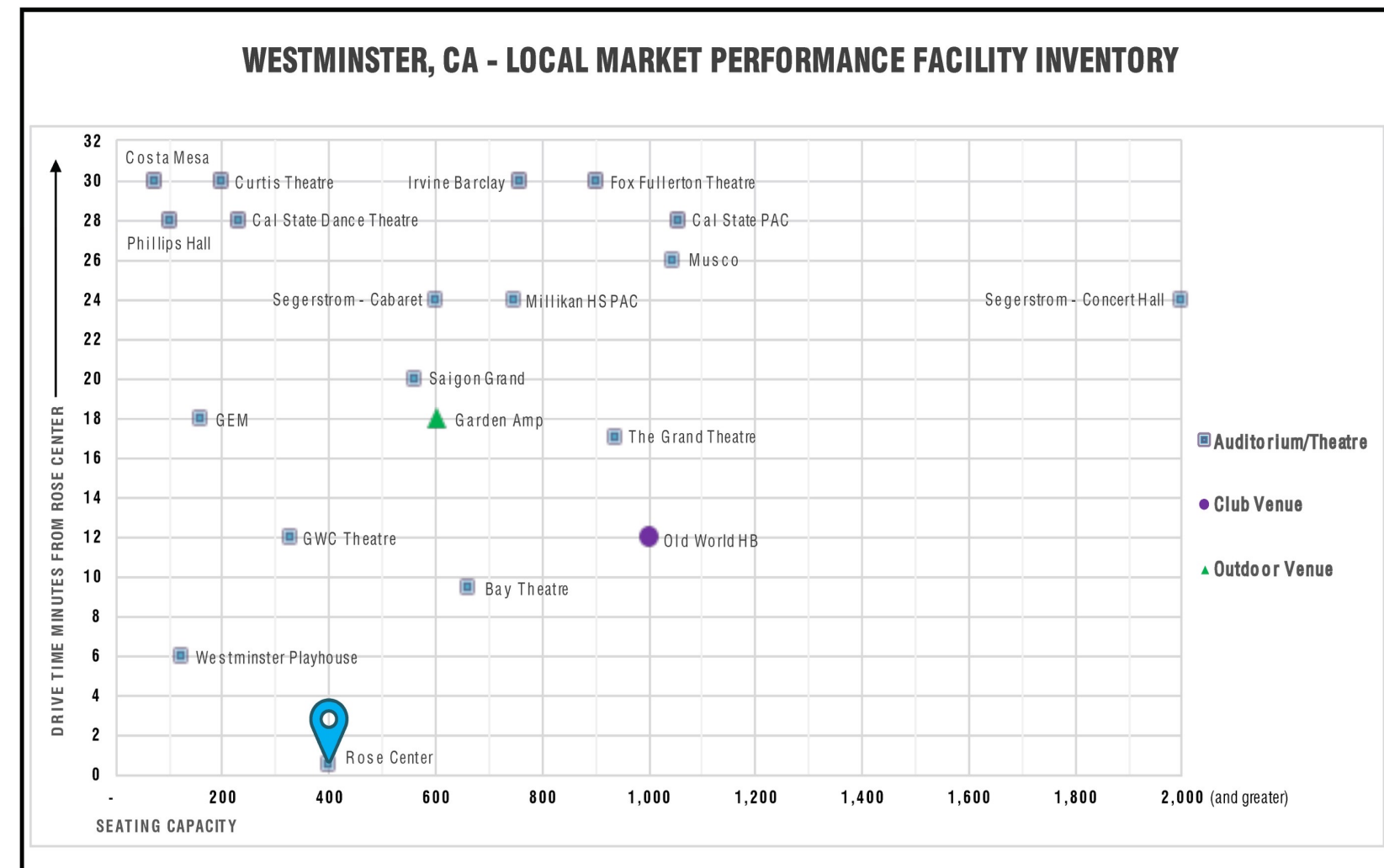
Ballroom Operator



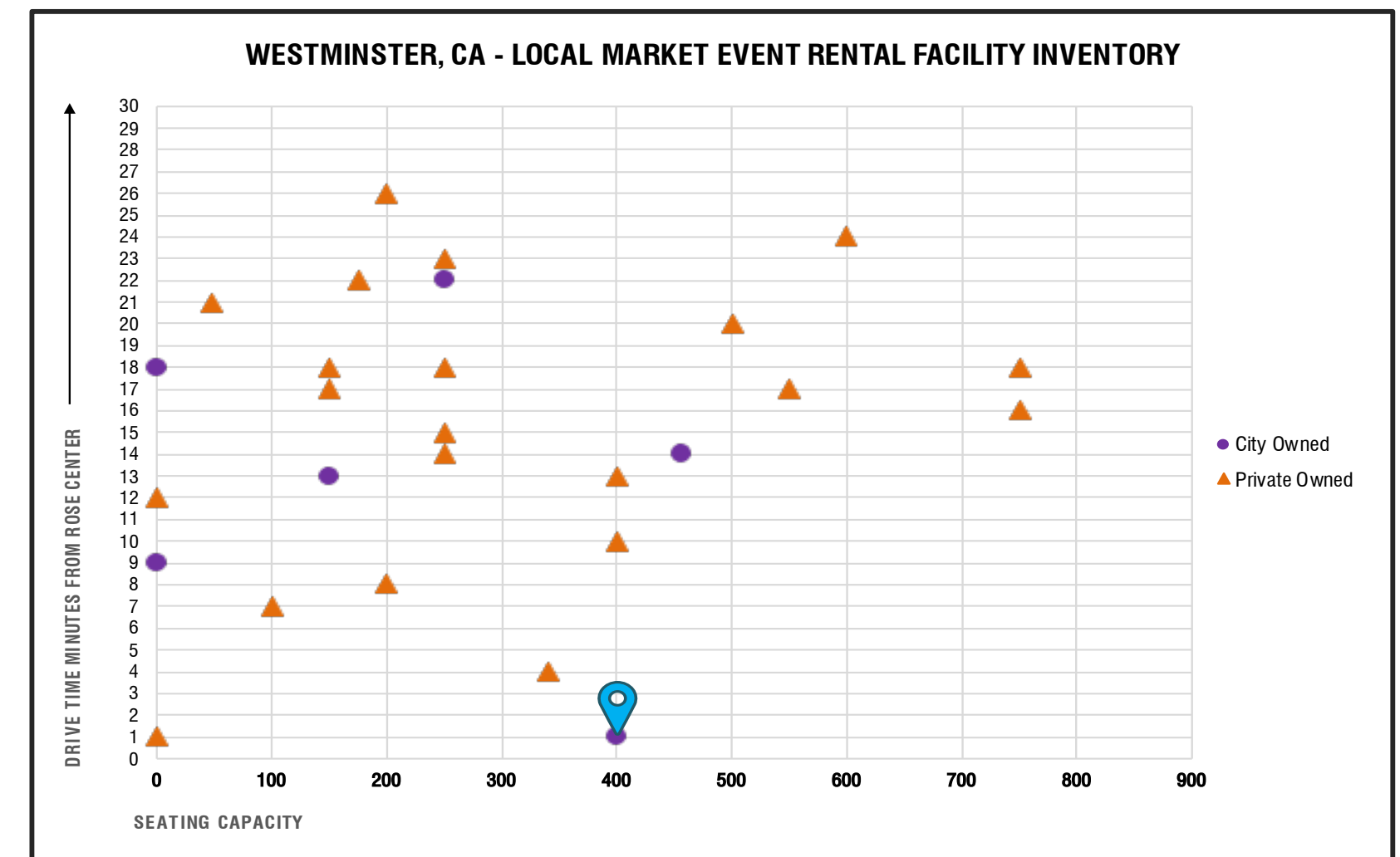
# MARKET COMPETITION POSITIONING

The inventory of competing cultural and entertainment facilities within Westminster’s primary market identified 19 performing arts venues and 29 event rental facilities, excluding the Rose Center itself. The performing arts venues range in seating capacity from 73 to 2,000 seats, with the Rose Center Theater positioned uniquely in the mid-size range—offering a balance between small community playhouses and large touring houses. Of the 19 venues, 14 are available for public rental, 4 are located within schools or universities, and 9 regularly host touring performances, indicating a competitive but segmented marketplace.

The inventory of competing event rental venues revealed 29 spaces within a similar drive-time radius—measured using Google Maps’ Friday 7:00 p.m. arrival for theatres and Noon for events—with capacities spanning 150 to 1,350 guests, and the most common capacity clustering around 250 attendees. Only seven of these facilities are municipally owned, and just two others offer both a Ballroom and theatre component, reinforcing the Rose Center’s distinctive position as one of the few publicly owned facilities capable of supporting both performing arts and event programming at a civic scale.



Scatter plot graphic of the inventory of **performing arts venues** in Westminster’s primary market



Scatter plot graphic of the inventory of **event rental venues** in Westminster’s primary market

# RENTAL MARKET COMP ANALYSIS & BENCHMARKING

To determine how the Rose Center was positioned amongst its local competitors, we analyzed comparable city-owned, nonprofit-operated, and privately managed venues within the Anaheim–Huntington Beach market to benchmark governance, performance, and rental competitiveness. Ten facilities were studied, including five city-operated community centers, three city-owned theatres, and two hybrid theatre-ballroom venues, each revealing different staffing models, funding structures, and community impacts.

Financially, the Rose Center Theater’s per-capita rental rate of \$7.61 positions it just below the regional median of \$8.52, reflecting strong value and accessibility among mid-size venues. In contrast, the Rose Center Ballroom’s \$10.00 per-capita rental rate is 35–42% higher than other municipal facilities but consistent with the private market, indicating a competitive advantage for weddings and high-end events while limiting affordability for community uses.

## KEY INSIGHTS

- ✓ The Theatre is competitively priced in the market, while the Ballroom is priced appropriately for weddings but not for other event types, potentially excluding non-profits and civic groups
- ✓ Facilities with clear staffing structures and transparent city–operator agreements demonstrate better financial recovery

### DAILY EVENT SPACE FEES FOR VENUES IN THE ANAHEIM-HUNTINGTON BEACH REGION

				Resident Rate		Non-Profit Rate		Commercial Rate	
Venue Name	Organization	Sq.Ft.	Capacity	Per Event	Per Capita	Per Event	Per Capita	Per Event	Per Capita
<i>Theatres</i>									
Irvine Barclay Theatre	Irvine Barclay Theatre		756	\$3,375	\$4.46	\$4,925	\$6.51	\$6,750	\$8.93
Curtis Theatre	Curtis Theatre		199	\$1,200	\$6.03	\$1,560	\$7.84	\$1,800	\$9.05
Saigon Grand Theatre	Saigon Center	4,600	560	\$6,750	\$12.05	\$6,950	\$12.41	\$6,950	\$12.41
The Grand Theatre	The Grand Theatre	16,000	936	\$13,500	\$14.42	\$13,500	\$14.42	\$13,500	\$14.42
Bay Theatre	The Bay Theatre		300	\$2,500	\$8.33	\$2,500	\$8.33	\$2,500	\$8.33
Samueli Theatre	Segerstrom Center		600	\$3,500	\$5.83	\$3,000	\$5.00	\$3,500	\$5.83
The Rose Center	Rose Center Theater	17,286	398	\$3,030	\$7.61	\$3,030	\$7.61	\$3,480	\$8.74
			<b>Median</b>	<b>Per Capita:</b>	\$7.18	<b>Per Capita:</b>	\$8.09	<b>Per Capita:</b>	\$8.99
			<b>Average</b>	<b>Per Capita:</b>	\$8.52	<b>Per Capita:</b>	\$9.09	<b>Per Capita:</b>	\$9.83
				<b>Rose Center:</b>	\$7.61	<b>Rose Center:</b>	\$7.61	<b>Rose Center:</b>	\$8.74
<i>Event Spaces</i>									
Community Center	City-Garden Grove	6,607	352	\$1,025	\$2.91	\$932	\$2.65	\$1,573	\$4.47
Courtyard Center	City-Garden Grove	2,240	124	\$733	\$5.91	\$720	\$5.81	\$1,205	\$9.72
Huntington Beach Art Center	City-Huntington Beach	2,891	200	\$1,300	\$6.50	\$1,300	\$6.50	\$1,300	\$6.50
Brookhurst Center - East/West	City-Anaheim	8,352	400	\$1,011	\$2.53	\$1,179	\$2.95	\$1,531	\$3.83
Founders Village-ABC Halls	City-Fountain Valley	3,960	220	\$1,530	\$6.95	\$1,530	\$6.95	\$2,130	\$9.68
Saigon Grand - Ballroom	Saigon Center	3,900	300	\$6,950	\$23.17	\$6,950	\$23.17	\$6,950.00	\$23.17
The Grand Theatre - Ballroom	The Grand Theatre	10,800	600	\$3,600	\$6.00	\$2,250	\$3.75	\$2,250	\$3.75
Rose Center - ABC Ballrooms	Jay's Catering	6,300	350	\$3,500	\$10.00	\$3,500	\$10.00	\$3,500	\$10.00
			<b>Median</b>	<b>Per Capita:</b>	\$6.00	<b>Per Capita:</b>	\$5.81	<b>Per Capita:</b>	\$6.50
			<b>Average</b>	<b>Per Capita:</b>	\$7.71	<b>Per Capita:</b>	\$7.40	<b>Per Capita:</b>	\$8.73
				<b>Rose Center:</b>	\$10.00	<b>Rose Center:</b>	\$10.00	<b>Rose Center:</b>	\$10.00

# STAKEHOLDER FEEDBACK & INSIGHTS

To determine the current needs of facility users, the study team conducted interviews with **32 stakeholders** and surveys reaching **195 community respondents**, representing a wide range of residents, educators, arts leaders, and City staff. Participants expressed pride in the Rose Center’s beauty and year-round activity but highlighted challenges such as low public awareness of theatre programming, limited Ballroom rental affordability, and confusion over maintenance

## What Makes Westminster Unique?

- 43% of residents are Vietnamese, alongside a 24% Hispanic/Latino community
- Tight-knit and diverse, with strong schools and small businesses
- Known for cultural events like the Tet Parade and dual-immersion school programs
- Central location creates strong potential for regional growth and redevelopment

## How the Rose Center Contributes (or Doesn’t)

- The theatre is booked year-round and supports local performers and schools
- High Ballroom rental costs and limited available Theatre dates limit community access
- Residents are unaware of events due to low visibility and lack of marketing
- Booking issues and inconsistent communication with Jay’s Catering
- Venue is used by a diverse range of clients but could better improved
- The ballroom’s primary use for weddings limits civic, corporate, and community uses

## What are Challenges with the Building?

- HVAC and temperature regulation problems caused by the glass façade and system design
- Roof leaks, outdated finishes, and aging Ballroom flooring in need of repair or replacement
- Limited Back-of-House support spaces and storage, no bridal suite on the Ballroom side
- AV systems need upgrading for current event needs, concession program could be better

responsibilities. Facility issues most often cited included HVAC performance, roof leaks, lack of storage, the location of the bridal suite, and the need for upgraded AV and interior finishes. Collectively, feedback revealed strong community interest in seeing the Rose Center evolve into a more inclusive, culturally diverse, and accessible civic arts destination—better marketed, better maintained, and better connected to Westminster’s Vietnamese and Latino communities.

## What are Challenges with Operations?

- Unclear responsibilities between the City, RCT, and Jay’s for maintenance/CIP planning
- Short operator agreements and contract uncertainty limit long-term planning for operators
- High rental costs and limited calendar availability restrict community access
- The original operational reserves were reallocated and never restored, affecting sustainability
- Limited staff capacity within RCT and inconsistent marketing to the Vietnamese community
- City financial strain impacts ability to reinvest in the facility

## Where are there Opportunity for Improvement?

- Increase City understanding of municipal venue operations and best practices in governance
- Invest in marketing and community awareness, especially bilingual and multicultural outreach
- Subsidize or create grant funds to make the Theatre more accessible for community use
- Rebuild partnerships with schools and APA programs to foster youth engagement
- Maintain a consistent cycle of capital improvements for facility upkeep
- Develop venue usage that reflect Westminster’s cultural and demographic diversity
- Align Rose Center improvements with the broader Civic Center revitalization effort
- Have RCT conduct more rehearsals offsite to create more time in the Theatre for rentals
- Develop a better framework for to fund Capital Improvement Projects

# COMMUNITY SURVEY RESULTS

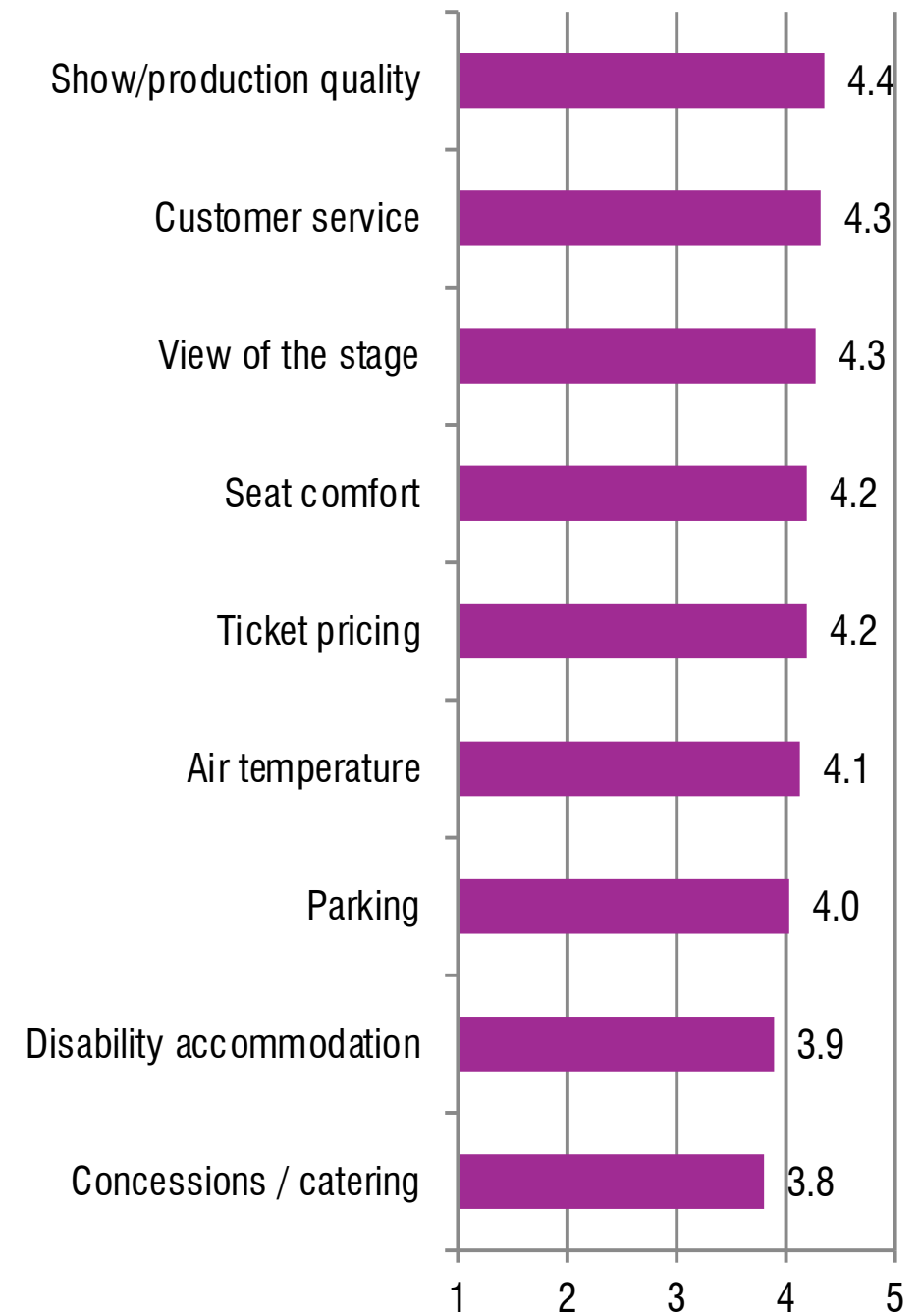
In addition to interviewing stakeholders, a community survey was designed in English, Vietnamese, and Spanish and gathered 195 responses through the City’s digital channels, surveying residents at National Night Out, and online outreach.

Most respondents were long-term Westminster residents—with 63% living in the city for over ten years—and represented a diverse mix of ages, incomes, and ethnic backgrounds, including 26% Hispanic/Latino and 21% Asian or Asian American participants. The heat map of responses confirmed that the Rose Center’s audience base is highly localized within a 5–10 mile radius, with smaller engagement clusters in nearby Garden Grove, Fountain Valley, Huntington Beach, and Santa Ana.

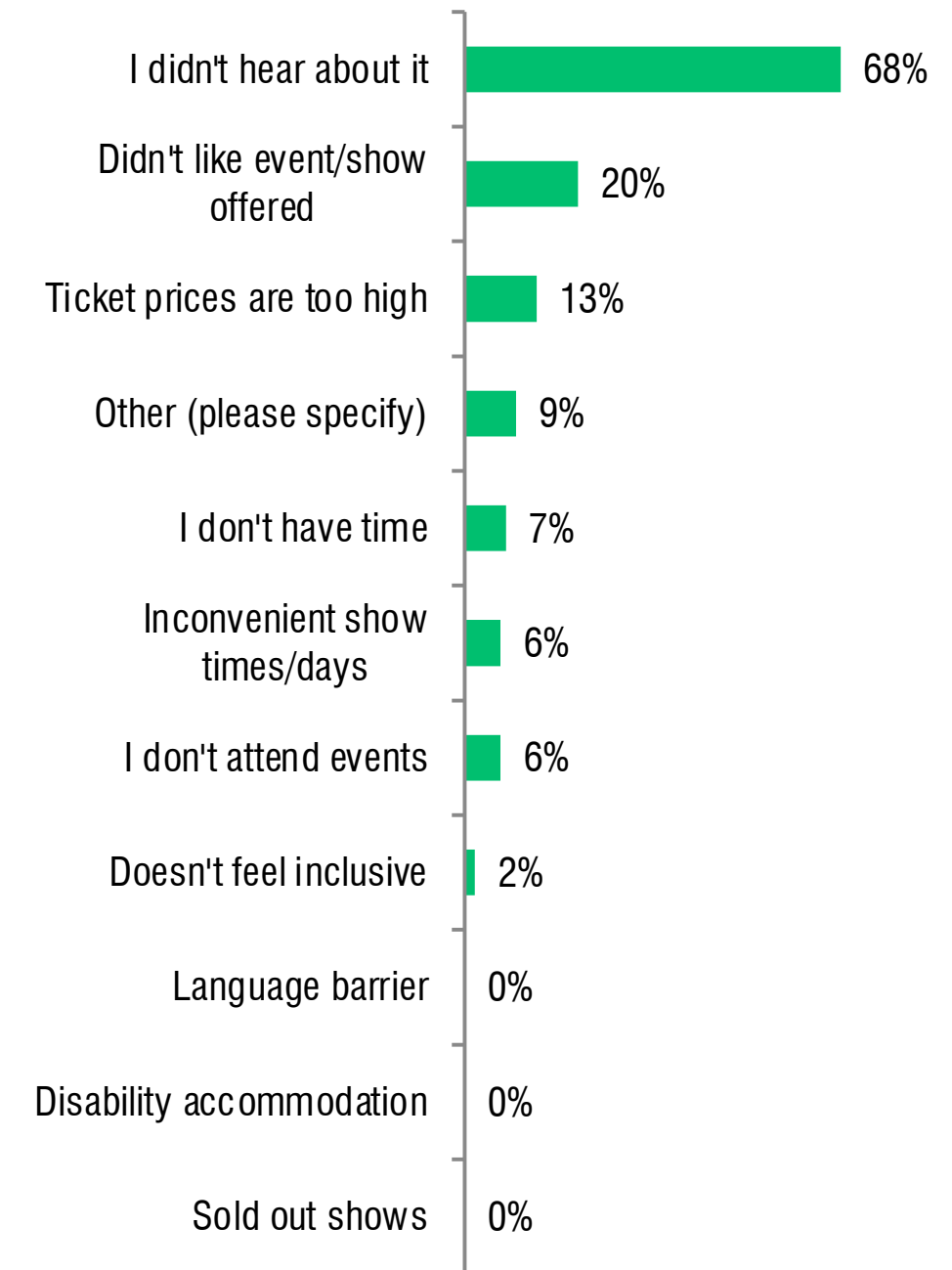
Survey revealed 55% of respondents had not attended an event at the Rose Center within the past year, with lack of awareness cited as the top reason for nonattendance, followed by limited interest and high ticket prices. However, among those who had attended, satisfaction ratings were strong—averaging 4.2 out of 5 or higher for show quality, customer service, and sightlines.

Respondents expressed strong interest in seeing more live music, musicals, comedy, and family-friendly events, while also highlighting barriers such as rental affordability, limited parking, and catering restrictions. Open comments praised the theatre’s programming quality and leadership but called for better marketing, building updates, and more culturally diverse content to make the Rose Center a fully representative and accessible civic arts destination.

**Please rate your satisfaction with your past experience at the Center (n=83)**

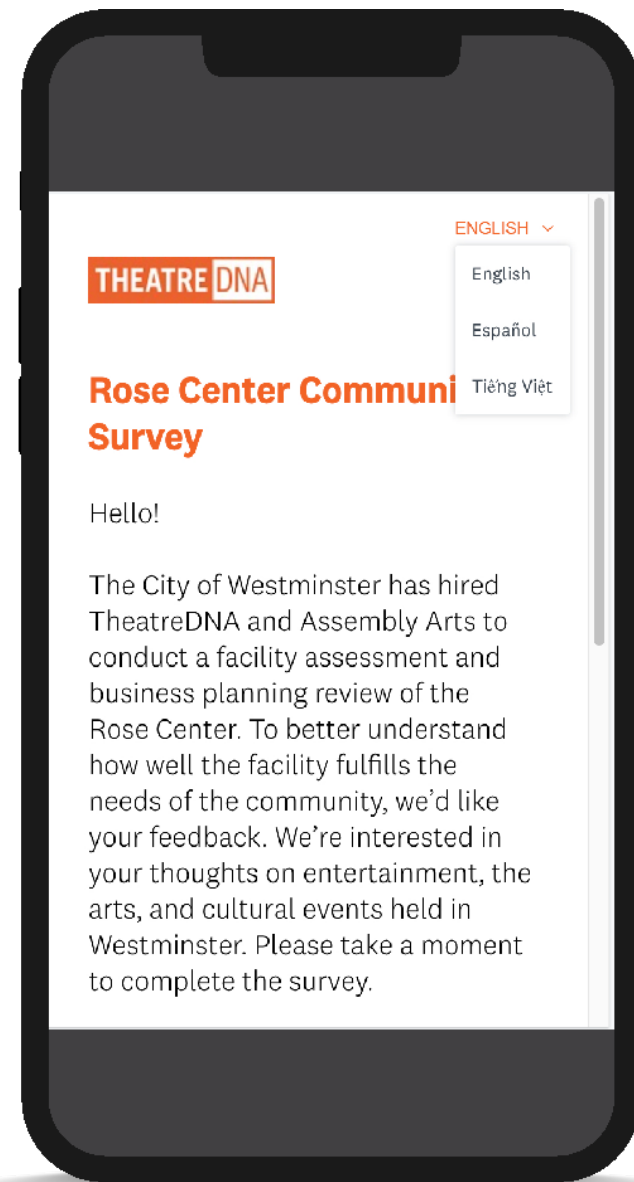


**What has prevented you from attending events at the Rose Center? (n=108)**



# SURVEY DISTRIBUTION APPROACH

## SAMPLE SURVEY DISTRIBUTION CHANNELS

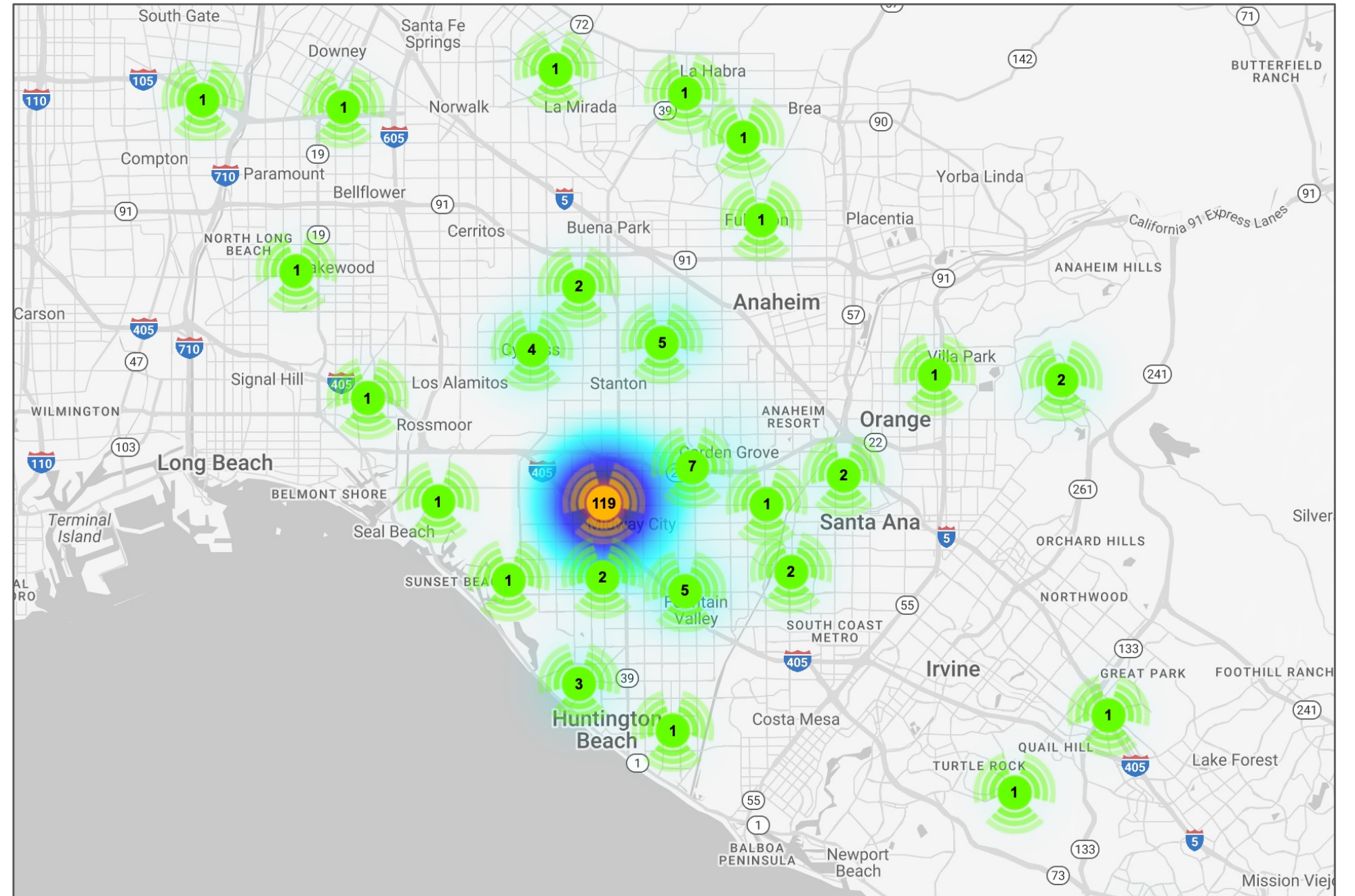


Online multilingual survey



Social media posts

## SURVEY RESPONDENT ZIP CODE HEAT MAP



Source: City of Westminster Community Survey; TheatreDNA & Assembly Arts, 2025

# FACILITY USER SURVEY RESULTS

As part of our study for the Rose Center, TheatreDNA distributed surveys to past rental clients in order to better understand how the facility is being used and what its users require to successfully host events. The survey focused on gathering essential details about the events these clients produce—such as type, size, and frequency—as well as identifying the specific front-of-house and back-of-house needs they depend on to deliver a typical performance, banquet, or community gathering. By capturing this baseline information, we aimed to create a clearer picture of the user experience and operational demands placed on the venue.

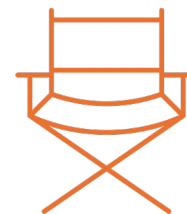
In addition to event logistics, the survey invited past Rose Center users to share candid feedback about their overall satisfaction with the rental process and facility offerings.



## KEY INSIGHTS

- ✓ Seven groups responded to the facility user survey request. They made up a wide representation of artforms.
- ✓ Sentiment was one of praise for the operations, condition, and customer service for the theatre portion of the complex
- ✓ There were no responses from previous private event or meeting clients of Jay’s Catering

## Stated Needs & Improvements



More Chorus Dressing Rooms



Larger Wing Space For Bigger Shows



Add Musician Changing Rooms



More Restrooms



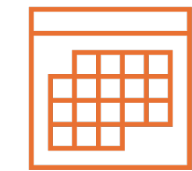
Affordable Rental Costs



150 To 300 Avg. Audience Size



Better Concessions Infrastructure



Need Access to More Days

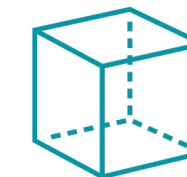
## Positive Feedback



Excellent Staff & Attitudes



Clean & Organized Facility



Lots Of Alternate Space Options



Prize To The Community

# ROSE CENTER THEATER FINANCIAL ANALYSIS

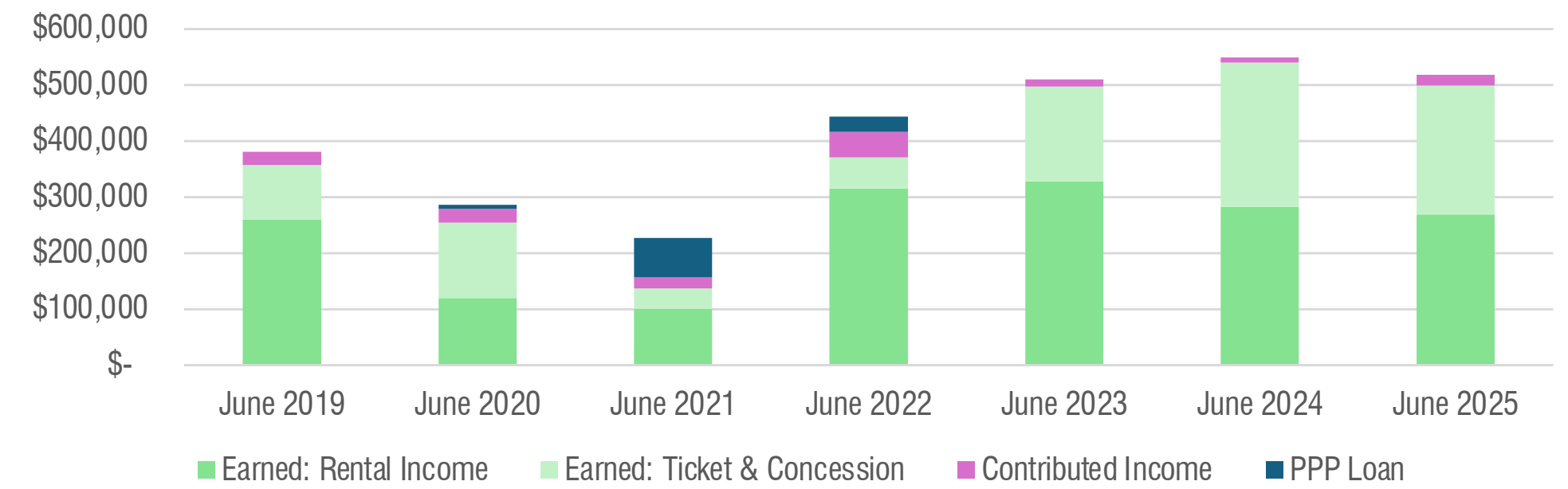
The Rose Center Theater demonstrates strong and stable financial health, showing consistent year-over-year growth and recovery well beyond pre-pandemic levels. Over the past seven fiscal years, RCT has rebounded rapidly from COVID shutdowns, with ticket sales averaging 71–82% capacity and rental income comprising more than half of total revenues, making earned income the organization’s financial backbone. However, contributed revenue and fundraising remain limited, presenting a clear opportunity to diversify income sources and ensure sustainability.

On the expense side, RCT operates efficiently, with staffing costs averaging only 33–37% of total expenses—below the industry norm of 40–50%—suggesting a lean but potentially understaffed operation where strategic hires in development and rental sales could enhance both revenue generation and organizational capacity.

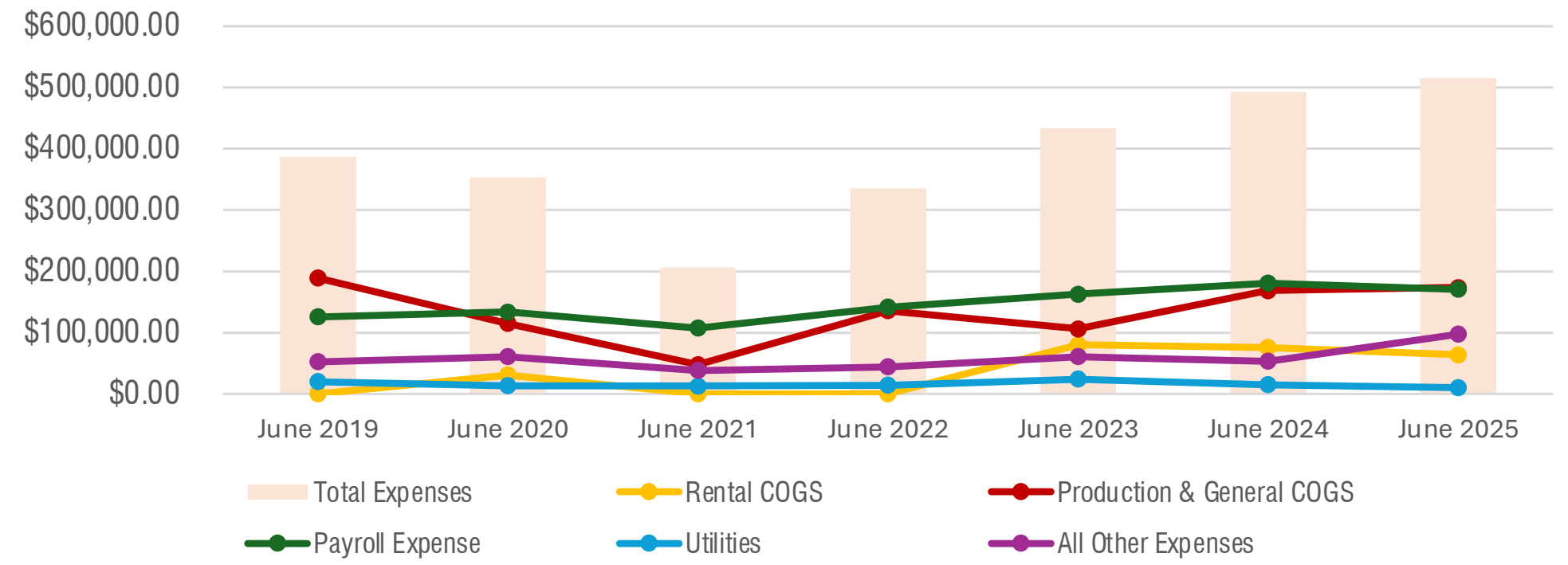
## KEY INSIGHTS

- ✓ RCT is earning revenues primarily from rental and ticket sales and less from donations or contributed sources.
- ✓ RCT runs lean, where staffing accounts for an average of only 35% of total expenses in recent years.
- ✓ There is a need for RCT to improve its earned to contributed income ratio. More efforts should be made into fundraising.

Annual Total Income Trend (PnL)



Annual Expenses Trend (PnL)



# ROSE CENTER THEATER SPACE UTILIZATION ANALYSIS

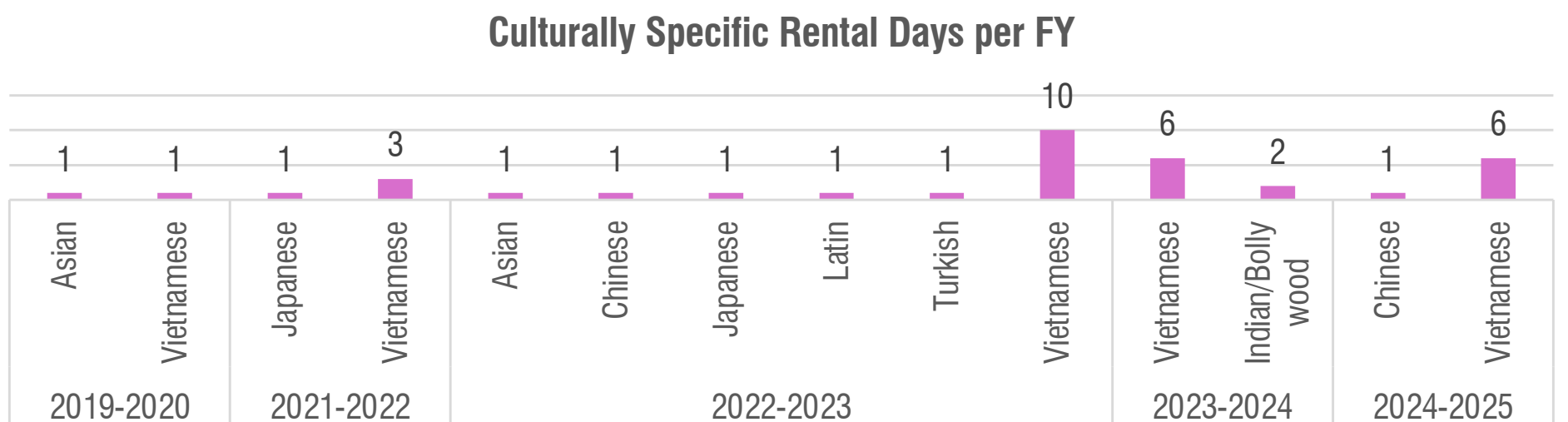
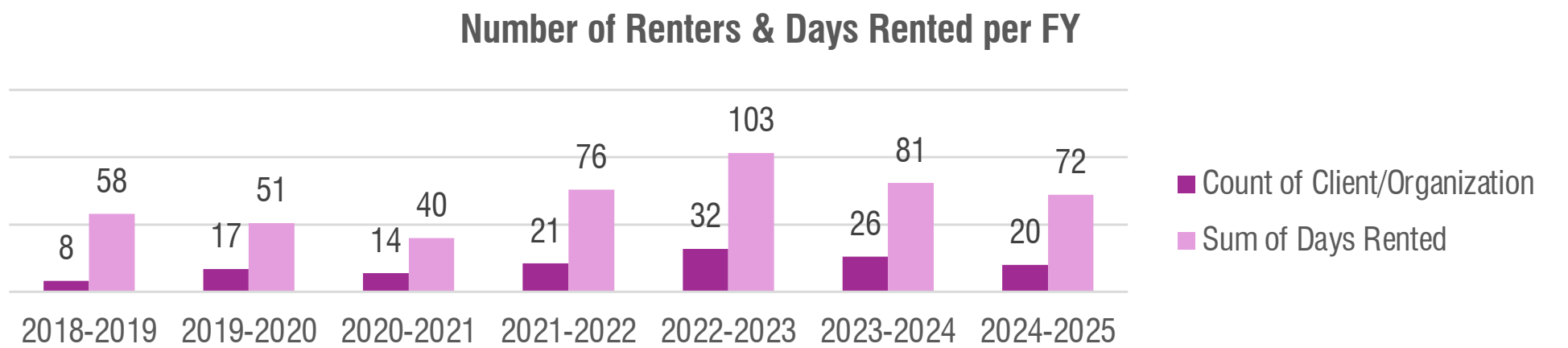
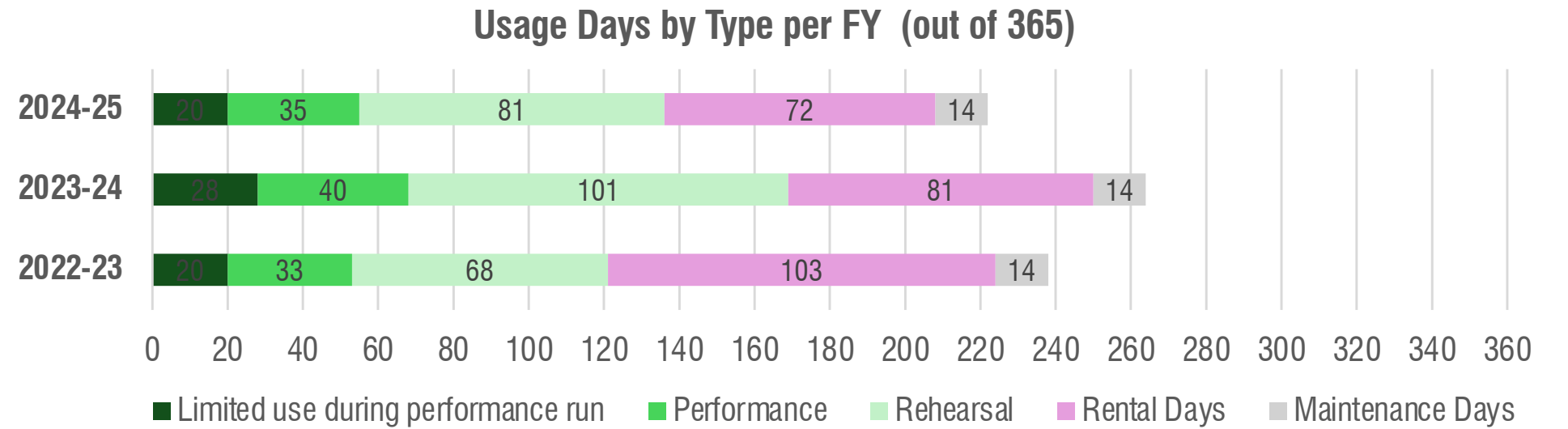
The Rose Center Theater has maintained a consistently active and well-balanced utilization pattern, with annual total usage ranging from 61% to 72% of available calendar days—indicating a healthy use of the Theatre.

RCT’s own programming and rehearsals occupy a substantial portion of this activity, especially on off-peak weekdays, while 35% of weekend prime days remain open for outside rentals. Rental activity has been robust, averaging 70–100 days annually, with strong participation from youth theatre, school programs, dance recitals, and cultural organizations. The theatre’s culturally specific users—such as the Vietnamese American Philharmonic Orchestra, Viet Cam Dance, and Dhwani Dance Academy—demonstrate its reach within Westminster’s diverse population.

Overall, RCT’s utilization reflects an efficiently managed calendar that balances internal productions with strong community engagement, while still leaving room for expanded rental and cultural programming.

## KEY INSIGHTS

- ✔ RCT occupies 61%-72% of the theatre’s calendar, leaving a good portion of prime days available to outside users
- ✔ The Theatre hosts 26 different rental groups annually, resulting in 70-100 rental days booked for community use
- ✔ 2021-2022 are peak use years, largely due to rescheduled bookings from the pandemic



# JAY'S CATERING FINANCIAL & SPACE UTILIZATION ANALYSIS

The Jay's Catering Financial Analysis reveals that the Ballroom side of the Rose Center has historically been a strong revenue generator, though recent years show a decline tied to uncertainty around contract renewals with the City.

Annual revenues exceeded \$1 million in peak post-COVID years, boosted by postponed events rescheduled after the pandemic, but dropped once long-term booking confidence waned. Weddings make up the majority of rentals, driving both event frequency and income, while quinceañeras, fundraisers, and corporate events represent smaller but meaningful activity. Prime weekend dates are largely saturated, whereas weekday bookings remain underutilized, suggesting an opportunity to expand non-wedding uses through discounted off-peak pricing, diversified event types, and targeted community engagement.

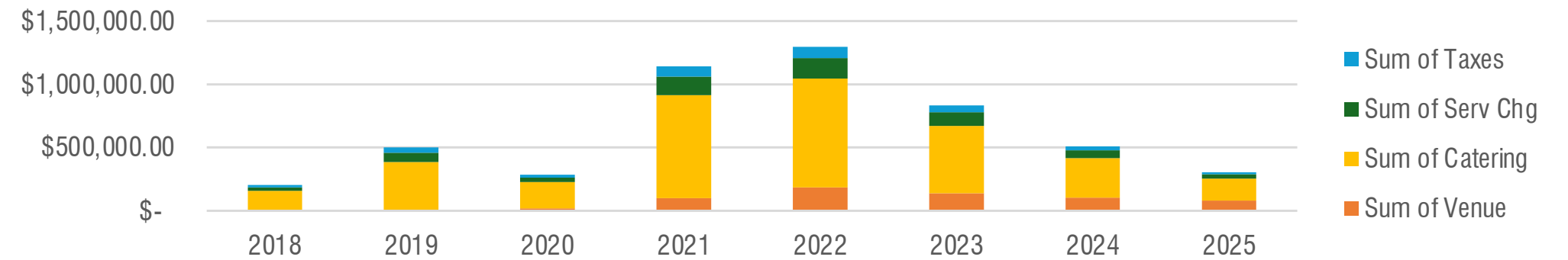
Overall, Jay's Catering demonstrates a proven ability to generate consistent revenue but could better balance its event mix to broaden public access and strengthen its partnership with the City.

## KEY INSIGHTS

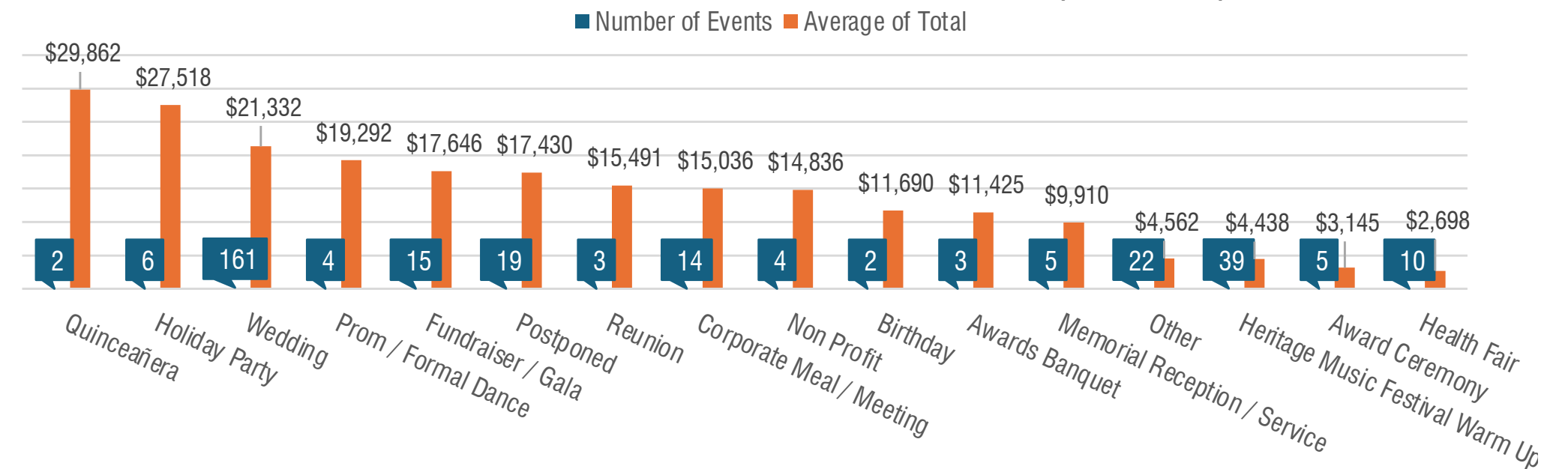
Years 2021-2022 are outlier years due to events rebooked from the pandemic. Jay's average annual rental revenue, not including 2021-2022, is \$500,000.

01 Introduction	02 Executive Summary	03 Discovery	04 Market Analysis	05 Needs Assessment	06 Operations Analysis	07 Recommended Solutions	08 Business & Operations Plan	09 Next Steps & Action Plan	10 Appendix
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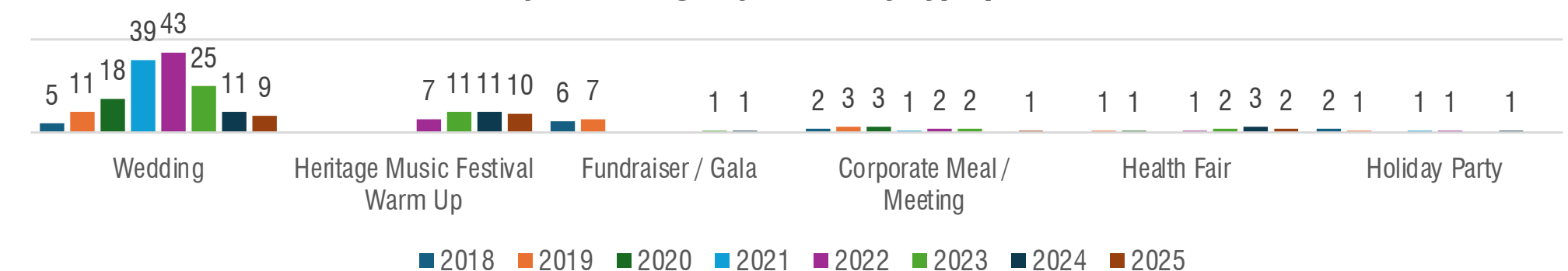
### Jay's Catering Annual Rental Income



### Average Rental/Catering Income Total per Event Type (2018-2025)



### Jay's Catering Key Events by Type per Year

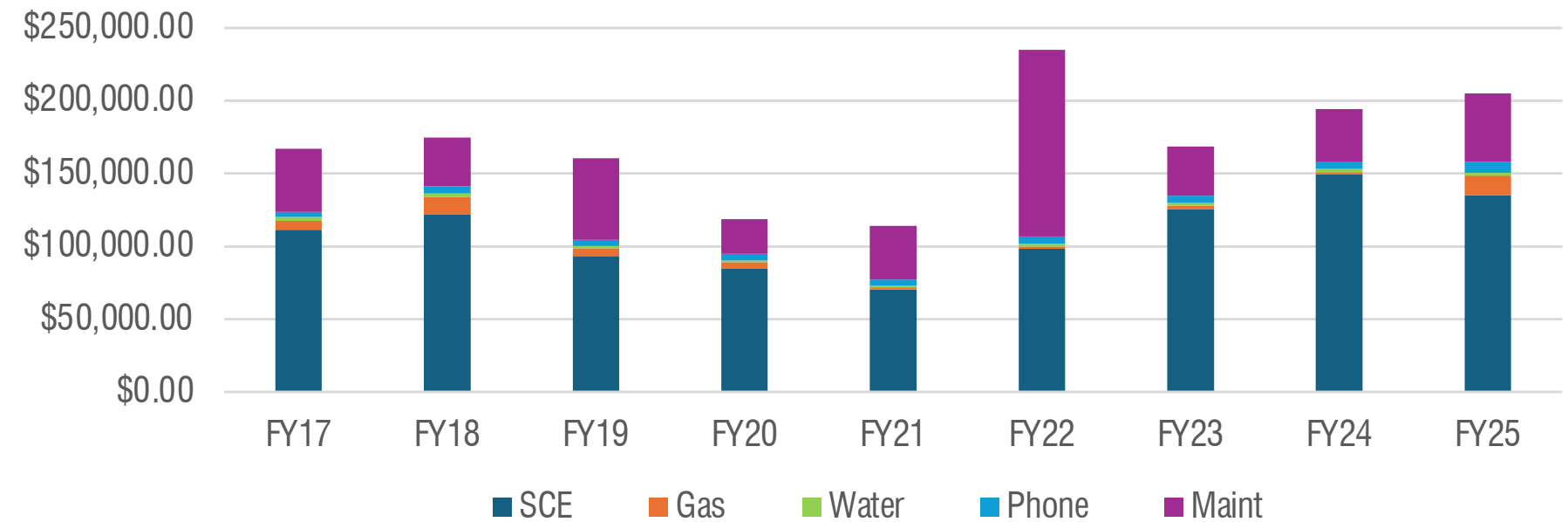


# FINANCIAL ANALYSIS OF THE CITY'S INVESTMENT IN THE CENTER

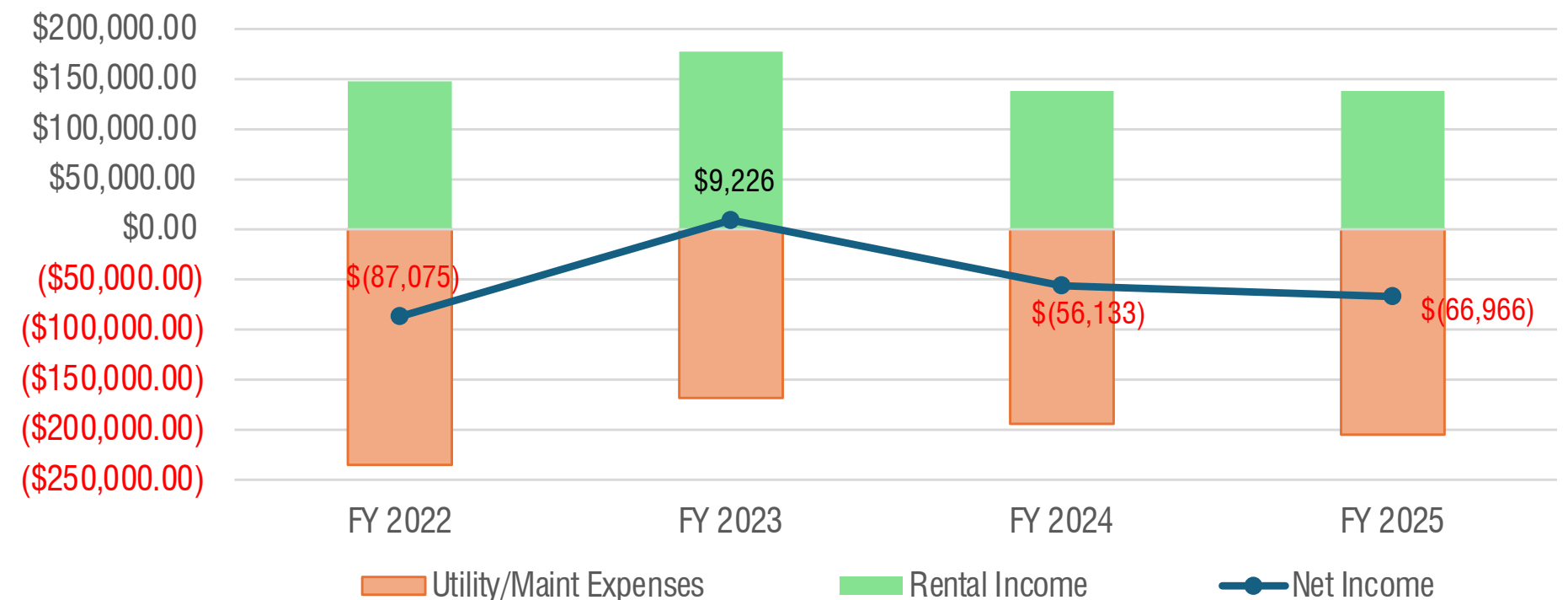
The City of Westminster's financial performance for the Rose Center shows a modest but manageable operating deficit that can be addressed through contractual adjustments with its facility operators. Since FY 2017, the City has averaged \$170,000 annually in expenses, increasing to about \$200,000 per year over the past four fiscal years for direct utility and maintenance costs. During that same period, the City earned an average of \$150,000 in revenue, resulting in an average annual net loss of roughly \$50,000. Analysis indicates that with consistent annual revenue from Jay's Catering (~\$138,000) and a modest increase of about \$62,000 annually from the theatre operator, the City could fully offset its ongoing operating costs.

In short, while the Rose Center currently operates at a small deficit, it is financially sustainable with achievable adjustments to its operating agreements and a more balanced cost recovery structure.

City Annual Expenses for Rose Center by Utility Type (not including Salaries)



City Annual Net Income Trend (not including City Salaries)



# FACILITY ASSESSMENT

The Facility Assessment found the Rose Center to be structurally sound but facing critical maintenance and system renewal needs, particularly with its aging HVAC systems, persistent roof leaks, and unclear maintenance responsibilities between the City and operators. The report calls for a dedicated maintenance and capital fund to support long-term sustainability and recommends establishing clear maintenance protocols to improve accountability. Nearly

\$200,000 in production equipment upgrades have already been made—most notably the shift to LED lighting—but further modernization of audio, seating, and performance systems is needed. Additional improvements, including relocating the bridal suite, adding portable concessions in the lobby, and enhancing patron amenities, would elevate the guest experience while generating new revenue to reinvest in the facility's upkeep.

## Facilities & Building Engineering

1. Replace the roof to stop leaks into the facility.
2. Provide local control of mechanical systems/or dedicated on call maintenance staff to allow for quick response during events.

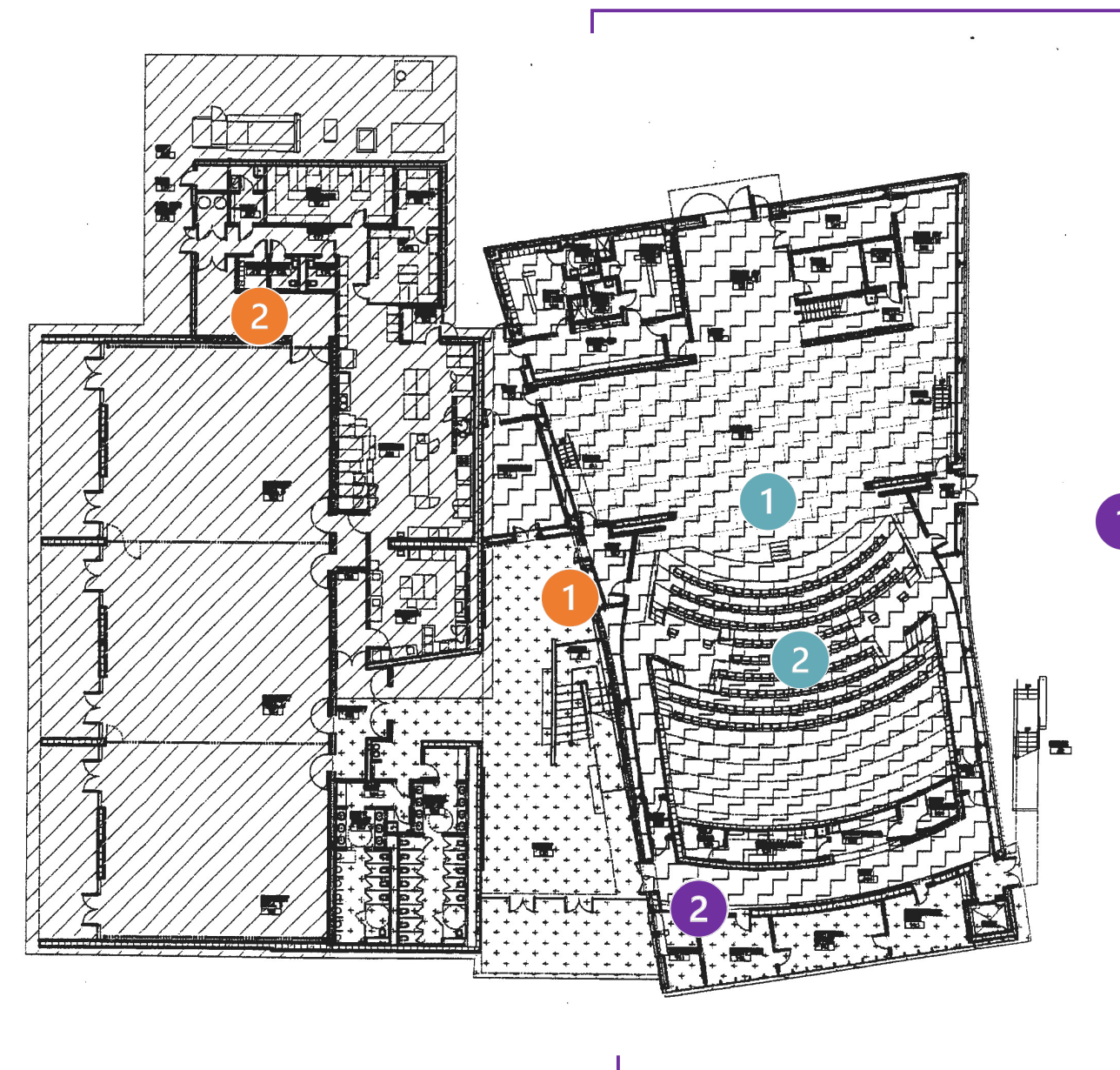
*A dedicated funding stream is needed to allow for proper maintenance of building systems that are getting close to end of life.*

## Production Systems

1. Establish a Capital Improvement Fund for the Rose Center from the Facility Maintenance Ticket Fees to allow for upgrading theatrical lighting and audio a little each year.
2. Budget and plan for a replacement of the seating inside the auditorium. It is at its end of life and will need to be replaced.

## Patron Experience

1. Provide a better location for Concessions, allowing for more potential revenue.
2. Consider moving bridal suite to another location that will improve separation between events and theatre users and improve the wedding rental experience.



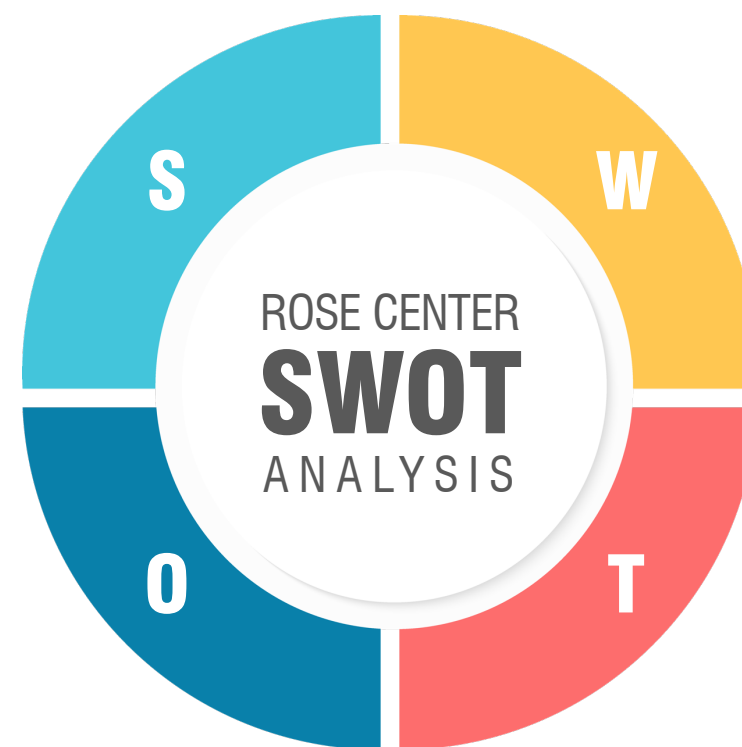
# STAKEHOLDER SWOT ANALYSIS

## STRENGTHS

The Rose Center benefits from a well-loved community theatre with strong earned income, a theatre space that is competitively priced, and a respected leader at its helm. The facility itself has appealing architecture, flexible performance space, a robust kitchen, ample parking, and an outdoor event area that supports weddings and diverse rentals, all of which generate reliable revenue.

## OPPORTUNITIES

There is strong potential to expand educational outreach, tap into live music demand, and improve community engagement through bilingual marketing and better promotion. Financial opportunities include restructuring fees, developing stronger concessions, and opening up the theatre calendar for more rentals. Facility upgrades such as a marquee and improved audio-visual equipment could attract broader audiences and event clients, while more flexible catering policies could expand rental appeal. With Jay’s Catering leaving, the City has an opportunity to manage the Ballroom that better reflects its dual commercial/civic intent.



## WEAKNESSES

Current operations suffer from weak marketing and low community presence by RCT, limited communication between the operators, insufficient coordination from the operators to the City, and a lack of clear performance metrics aligned to the Center’s new usage vision. Financially, RCT’s contributed income is underdeveloped, better cost recovery is needed, and capital improvements are underfunded. Signage and storage is lacking. The Ballroom’s old audio-visual reduces its competitiveness.

## THREATS

The Rose Center faces risks when stakeholders’ vision on how to use the venue do not align. The facility is also affected by low community awareness. Significant competition in the events market, limited fundraising capacity, instability of vendor agreements, and a small pool of qualified theatre operators all create uncertainty. The natural lifecycle of building systems poses ongoing maintenance and capital expense challenges. Finally, RCT needs a clear succession plan to mitigate operational disruption when current leadership eventually changes

# RECOMMENDATIONS FOR THE ROSE CENTER'S NEW BUSINESS MODEL



## RCT REMAINS THE THEATRE OPERATOR BUT ONLY UNDER NEW TERMS

The Rose Center Theater (RCT) should remain the theatre operator under a more equitable agreement, contributing \$5,200 in monthly rent, implementing a \$2 facility maintenance fee on tickets, and hiring staff dedicated to development and rental sales. This ensures continued artistic leadership while supporting the City's cost recovery goals.



## CREATE A GRANT PROGRAM TO PROVIDE MORE ACCESS TO THE CENTER

To increase equity and access, the City should establish a grant fund to subsidize rental costs for local nonprofits, cultural groups, and start-up organizations, funded by Ballroom revenue and RCT rent. This program, managed through the Cultural Arts Commission, would ensure that Westminster's diverse communities can fully participate in the Rose Center's offerings.



## THE CITY SHOULD TAKE OVER OPERATIONS OF THE BALLROOM

With the Ballroom operator vacancy, the City should assume direct management of event rentals, leveraging its expertise and success in community programming. This would include hiring a full-time Rental Sales Coordinator, part-time event staff, and a full-time facilities position to maintain event readiness. Collaboration with RCT on concessions and programming would enhance efficiency and cross-promotion between the two sides of the venue.



## REINVEST IN THE ROSE CENTER SO IT LASTS ANOTHER 20 YEARS

The City should commit to steady reinvestment in the Rose Center to preserve it as a long-term community and cultural hub. Priorities include upgrading HVAC, audio-visual, and event lighting systems, repairing glass panels, replacing the roof and Ballroom flooring, and improving the bridal suite, storage, and patron areas. A Facility Maintenance Fund, supported by a small per-ticket fee, should be established to guarantee consistent reinvestment in this community asset.



## RESTRUCTURE OPERATOR USE AGREEMENTS TO BENEFIT THE CITY MORE

Agreements should define roles, maintenance duties, and cost-sharing expectations, while incorporating rent and revenue-sharing provisions that align all parties' interests. Establishing performance metrics and regular communication will improve coordination and transparency, ensuring accountability and a more unified approach to serving the community.



## CREATE A FRAMEWORK TO IMPROVE ACCOUNTABILITY & COMMUNICATION

Improving transparency and communication is critical to long-term success. RCT would provide quarterly and annual financial reports, audits, and usage data, while the City would appoint a dedicated liaison to maintain consistent coordination. These steps build mutual accountability and align both entities toward shared community and financial goals.

# OVERVIEW OF THE ROSE CENTER'S NEW BUSINESS PLAN



## GOALS

- Maximum utilization of all available spaces
- Cover the City's costs of utilities and maintenance
- Identify new revenue streams
- Build for long-term stability and flexibility
- Balanced focus on business performance as well as mission-based programs that reflect the diverse community better



## ASSUMPTIONS

- 398-seat theatre / 400-capacity Ballroom / 250-capacity courtyard
- Average capacity sold: 70% of available ticket inventory
- Facility maintenance fee added to every ticket (including renters): \$2
- Scaling cost escalation year-over-year: 3% / Avg. growth scaler: 3%



## SECTIONS OF THE PLAN

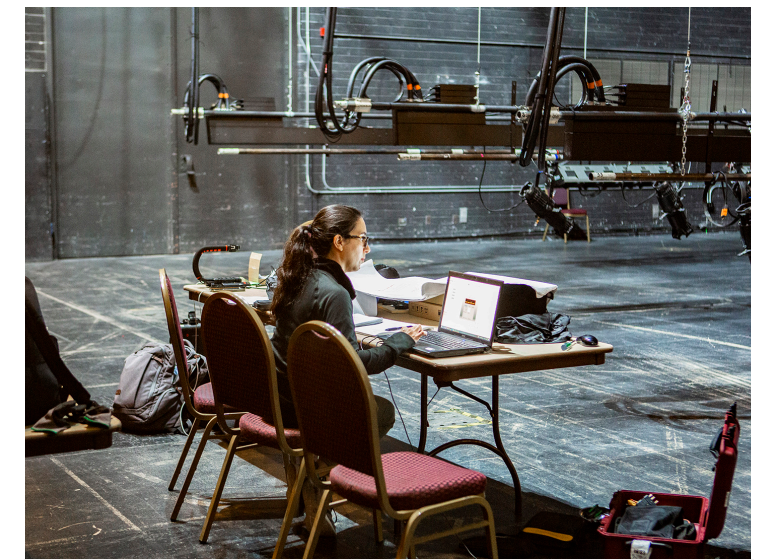
- Mission & Vision
- Success Metrics
- Governance Model
- Operator Agreement
- Staffing
- Utilization Forecast
- Operational Pro Forma



## KEY ELEMENTS OF THE NEW BUSINESS PLAN



Changing the Ballroom Governance Model



Restructuring Operator Agreements



Create A Rental Subsidy Grant Program



Reset Prices & Fees to Market Standards

# PROPOSED CHANGES TO THE OPERATOR AGREEMENTS

## Coordination & Joint Efforts

- The City will appoint a senior-level team member to serve as a Rose Center liaison, coordinating high-level operational goals for the facility with the operators. This position will interface with Council, keeping all parties informed of Rose Center actions/needs.
- The City and Theatre operator must pursue full facility rental opportunities together.
- Both operators must co-facilitate a quality concessions program for Theatre engagements.
- Capital improvement planning should be done jointly, consolidating and prioritizing items.
- Operators must commit to cross-promoting each other to increase the venue's brand visibility in the region, collaborating on strategy, messaging, and community engagement.
- City can elect to establish shared services that must be used by the operators and compensate the City for their portion of use (e.g. security, custodial, IT maintenance, etc.).

## Maintenance & Capital Improvements

- The City will be responsible for managing and servicing all building systems, utilities, and groundskeeping. This includes regular inspections and conducting maintenance for HVAC, power, lighting systems, security access, fire-emergency, and water-sewer.
- Operators will be responsible for scheduling inspections of performance equipment systems in their respective areas, including theatrical lighting, audio, video, and rigging.
- Operators will coordinate with the City on identifying, costing, prioritizing, and coordinating capital improvements to the Rose Center. The City will be responsible for funding and implementing these improvements, including project management and leading the procurement process.
- The City can partially fund CIP projects through the Facility Maintenance Fund established by the facility fees collected by the Theatre operator on every issued ticket.

## Facility Use Rights & Contract Terms

- City of Westminster is the owner of the Rose Center and all its spaces.
- If desired, selected operators will be contracted with use agreements of no less than five years in length but no longer than ten.
- Operators will pay a monthly rent and a reasonable revenue share percentage to the City.
- The City will be given six (6) space use comps annually for the Theatre. Any usage above that will be subject to a special rate that is 75% of the non-profit rate.
- Calendar booking priorities will be as follows:
  - 1<sup>st</sup> – Operators' long-term and reoccurring rental clients
  - 2<sup>nd</sup> – City-sponsored events / Operator-sponsored events
  - 3<sup>rd</sup> – Grant recipient dates, determined based upon applicants' submissions
  - 4<sup>th</sup> – Open calendar for remaining rental clients and internal events

## Financial Responsibilities

- Annual revenue targets for the Theatre operator will be established with the Rose Center liaison.
- The Theatre operator must charge at least a \$2 "Facility Maintenance Fee" for every ticket issued (free or paid admission) and remit this revenue to the City for maintenance funding.
- Operators are responsible for paying their own labor, Cost-of-Goods-Sold, and non-fixed assets, such as pianos, portable PA systems, portable bars, moving light fixtures, etc.
- The City is responsible for paying utilities, CIP projects, and the annual maintenance and replacement of building systems and fixed-assets such as event performance equipment, HVAC, power systems, security-access, fire-emergency, etc.
- Operators must submit their proposed rental rates to City staff annually for review and approval.
- Operators are only allowed to pursue sponsorships for programs, events, and services only. Naming rights for capital assets are conducted by the City but may be jointly pursued.

# ROSE CENTER STAFFING PLAN

## CITY DIVISION TO SUPPORT BALLROOM OPERATIONS

### New Employees

- (1) FT- Rose Center Rental Coordinator
- (1) FT- Building Maintenance Worker I
- (1) PT-Event Setup/Teardown Staff (Labor Pool, Client Pass Through)

### Existing Employees Retained

- All current positions

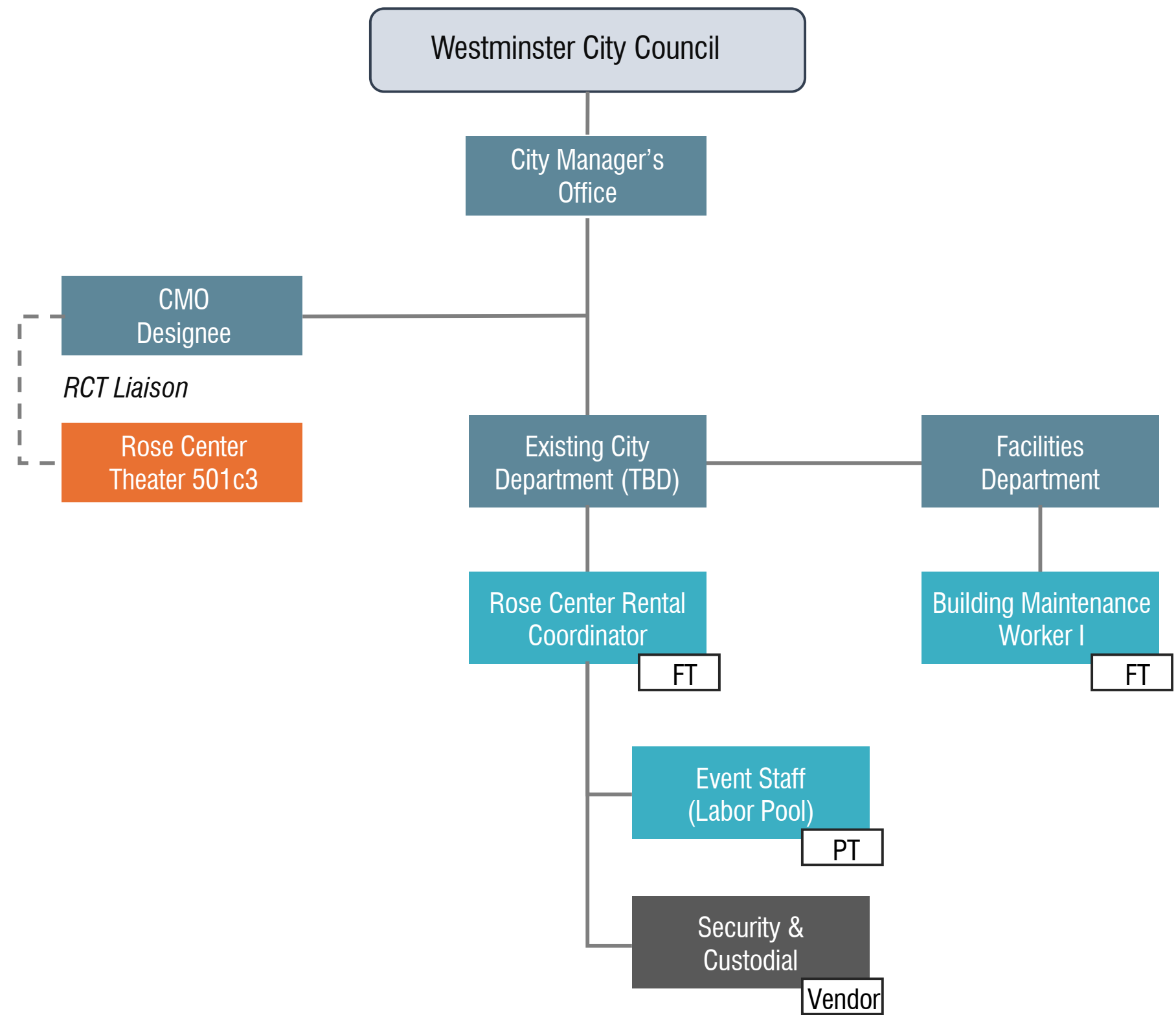
### Contractors

- As-needed Security & Additional Custodial (Client Pass Through)

### Current Staff Additional Task

- Rose Center Liaison – Sourced from CMO’s Office (i.e. Deputy City Manager or Special Projects Admin)

- Existing position
- New position
- Stakeholder organization
- Vendor



# ROSE CENTER-NEW MODEL

## 5-YEAR OPERATING PRO FORMA

### Operating Budget Comparisons

- The Current Model with No Changes:** The first column on the left shows the current profit and loss of the venue, not including salaries – status quo.
- Recommended Model For City Owned & City Event Operated:** The column on the right incorporates the changes recommended as well as pivots to a new governance model, with the City operating the Ballroom space and adopting the events operations business unit within. It requires some investment. The Rose Center Rentals Division will operate on a cost-recovery financial model, like other city divisions and departments offering quality-of-life services. This model shows Year 5, as there will be a ramp up period required to hit these revenue goals.



### KEY INSIGHTS

- Facility fees, funds collected on each ticket and allocated only for building maintenance, are set at \$2.
- The Recommended Model requires investment and a ramp-up period but yields greater cost recovery long-term. It is the preferred model found in benchmarked venues.

REVENUE PROJECTIONS	Current Model (No Change): Owner & 2 Operators	YEAR 1 (STARTUP)	YEAR 2 (NEW MODEL)	YEAR 3 (NEW MODEL)	YEAR 4 (NEW MODEL)	YEAR 5 (NEW MODEL)
<b>Earned Revenue</b>						
RCT Facility Fees	\$ -	\$ 52,960	\$ 53,920	\$ 56,320	\$ 58,720	\$ 61,120
Theatre Operator Rent	\$ -	\$ 62,400	\$ 64,272	\$ 66,200	\$ 68,186	\$ 70,232
Event Operator Rent	\$ 138,000	\$ -	\$ -	\$ -	\$ -	\$ -
Event Operator Profit Sharing	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -
Event Vendor Commissions	\$ -	\$ 40,740	\$ 63,350	\$ 70,980	\$ 70,980	\$ 78,610
Event Sales	\$ -	\$ 146,374	\$ 238,261	\$ 292,646	\$ 307,279	\$ 355,678
<b>Total:</b>	<b>\$ 158,000</b>	<b>\$ 302,474</b>	<b>\$ 419,803</b>	<b>\$ 486,147</b>	<b>\$ 505,165</b>	<b>\$ 565,640</b>
<b>EXPENSE PROJECTIONS</b>						
<b>Personnel Expenses</b>	\$ -	\$ 99,000	\$ 101,970	\$ 105,029	\$ 108,180	\$ 111,425
<b>Administrative Expenses</b>	\$ -	\$ 53,500	\$ 41,405	\$ 42,647	\$ 43,927	\$ 45,244
<b>Maintenance &amp; Occupancy Expenses</b>	\$ 200,635	\$ 200,635	\$ 206,654	\$ 212,854	\$ 219,240	\$ 225,817
<b>Other Misc Expenses</b>	\$ 10,032	\$ 67,085	\$ 64,421	\$ 67,136	\$ 69,610	\$ 72,336
<b>Total Operating Exp.:</b>	<b>\$ 210,667</b>	<b>\$ 420,221</b>	<b>\$ 414,450</b>	<b>\$ 427,666</b>	<b>\$ 440,956</b>	<b>\$ 454,823</b>
<b>Net Surplus / Deficit:</b>	<b>\$ (52,667)</b>	<b>\$ (117,747)</b>	<b>\$ 5,352</b>	<b>\$ 58,480</b>	<b>\$ 64,209</b>	<b>\$ 110,817</b>
<b>Cost Recovery:</b>	<b>75%</b>	<b>72%</b>	<b>101%</b>	<b>114%</b>	<b>115%</b>	<b>124%</b>

### Methodology

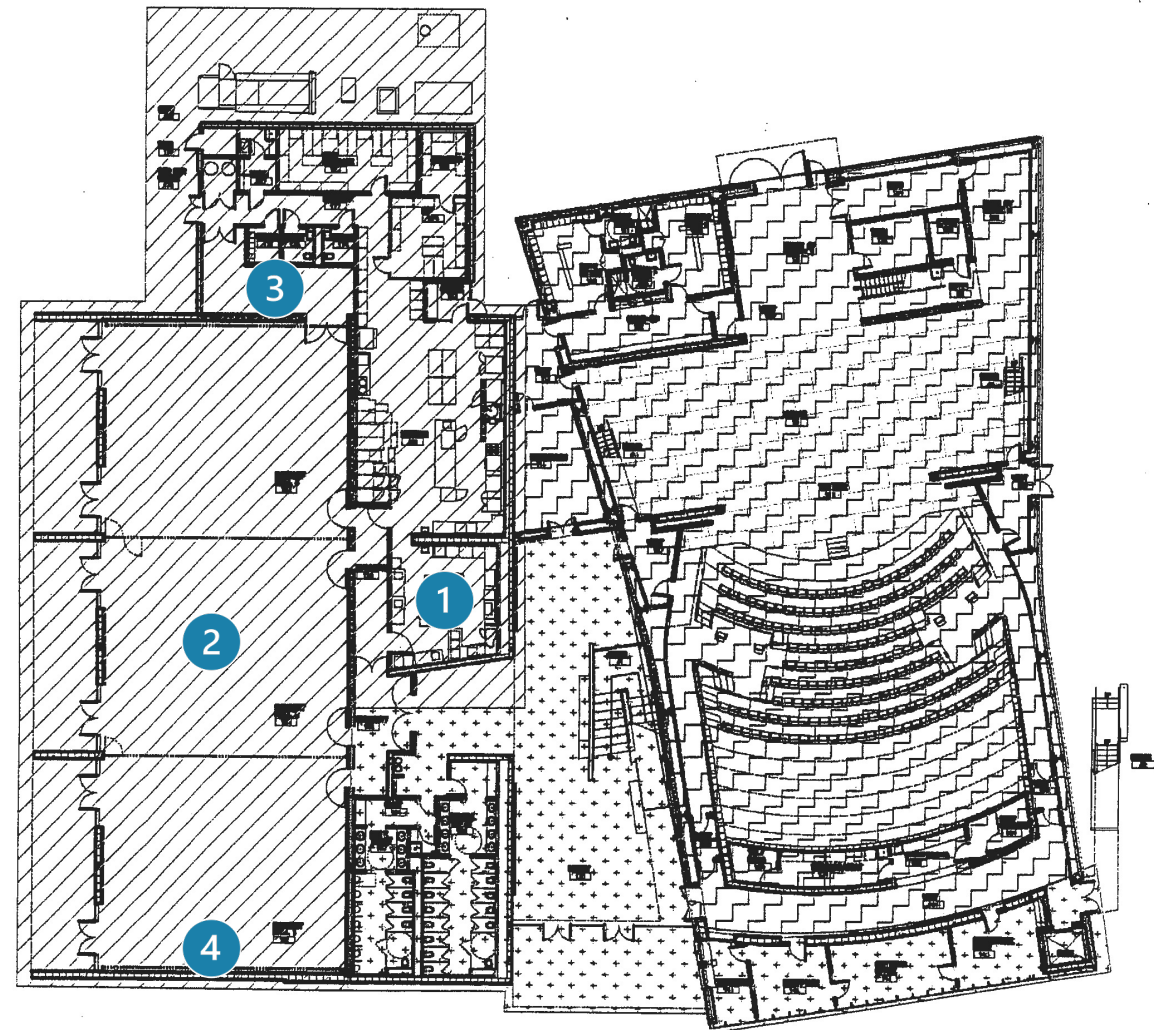
These projections are based upon a conservative booking model in the Startup Year with a more progressive booking model starting in Year 2, with a 3% inflation added to applicable expenses. Ballroom revenue projections are based upon a Preferred Vendor model, where catering and rental vendors are pre-authorized and pay a 10% sales commission to the City for this privilege.

# ROSE CENTER CIP PLANNING

## PHASE 1 – BALLROOM IMPROVEMENTS

The City will need to an initial investment of event rental equipment to restock what the past operator had provided. In addition to purchasing chairs, tables, and basic hospitality supplies, the Ballroom’s AV system will require upgrading to make the venue competitive amongst commercial facilities in the market. These AV upgrades will include new audio equipment, LED event lighting, projectors, and media control system. The Theatre could benefit from a full theatrical lighting

conversion to an LED system, but this can be budgeted and implemented in the future. For major systems replacement like this, the City should budget \$100K every five years for this work. Below is a list of improvement items to be considered for Phase 1 of the Ballroom. All CIP figures are projections. A renovation evaluation with construction cost estimation should be conducted before committing any funding for this capital improvement.



### Ballroom Upgrades – Phase 1

1. Relocate the bridal suite to the Ballroom side of the facility to allow the Theatre and Ballroom to operate independently and simultaneously. A dedicated bridal suite will make the Rose Center more competitive amongst its peer venues.
2. Do a moderate upgrade to the audio-visual and event lighting systems. A basic LED lighting package would create instant value by elevating the event space and could be sold as an upsell feature. A combination of fixed and a portable projector and screens would make the Ballroom more enticing for meeting rentals.
3. Replace the inventory of tables, chairs, and other hospitality equipment/supplies taken out by Jay’s.
4. Address minor cosmetic improvements to ceiling tiles, curtains, and the floor.

EST. PHASE 1 CIP BUDGET	Startup Year Only	Years 2-5
<b>CIP Funding</b>		
Facility Ticketing Fees	\$ 52,960	\$ 230,080
<b>Total Revenue:</b>	<b>\$ 52,960</b>	<b>\$ 230,080</b>
Ballroom Improvements*	\$ 280,000	\$ 0
<b>Total Expenses:</b>	<b>\$ 280,000</b>	<b>\$ 0</b>
<b>Total Net CIP Investment:</b>	<b>\$ (227,040)</b>	<b>\$ 230,080</b>

\* The suggested budget for the Phase 1 Ballroom improvements is not based upon verified renovation cost estimates. A separate renovation evaluation with full construction and project cost estimation should be conducted before committing any funding for this capital improvement.

# NEXT STEPS & ACTION PLAN

The hardest part for many is figuring out where to start. This is especially true for organizations and facilities that are facing a strategic shift in their identity and mission. The upside to this scenario is that the City of Westminster has a rare opportunity to recraft the purpose for the Rose Center, keeping the elements of the past that are still beneficial and replacing the ones that hinder a more civically activated venue.

Building upon previous operators' successes and hard-earned wisdom of what to avoid, the City has an opportunity to take this quality-of-life amenity to another level for its residents and the Huntington Beach-Anaheim region. This transformation will require investment from all stakeholders, investment in maintenance and utilities, communication, staff, and general patience as the new model is implemented. It won't be easy, but it will be well worth the effort. The Rose Center, when operated in alignment and to its best use, can be more than a public assembly venue. It can be a cultural heartbeat for an entire city.

And so, the next leg of the Rose Center's journey begins. We've created a bit of a roadmap to start you off in the right direction. The study team offers the following Action Plan for consideration. The three-phase plan is based on our knowledge of Westminster and the needs of the project.

## 1 PHASE ONE: Reset the Rose Center's Mission & Management Structure

- Get council's alignment on the proposed changes to the Rose Center's business plan
- Establish a City Liaison for the Rose Center with clear duties and goals and decision-making authority
- Develop a revised mission and vision statement for the Center that is inclusive and community-focused
- Work with legal teams to draft a new operator agreement with the more equitable provisions included
- Execute a long-term use agreement with the Rose Center Theater under the new conditions
- Conduct a renovation assessment with cost estimation for the entire Center to support CIP planning
- Identify funding for the new Division's staff and the required startup costs and Ballroom improvements
- Decide where the Division will fall within the City's organizational structure
- Establish a dedicated revenue account to receive the Facility Maintenance Fees for future maintenance
- Have the Cultural Arts Commission work with staff to research and propose a plan for the grant program

## 2 PHASE TWO: Refresh the Facility & Build the New Ballroom Business Unit

- The City to hire the Ballroom Rental Coordinator, event support staff, and additional facilities position
- RCT to hire additional staff to support rental sales and fundraising development activities
- Relocate the bridal room, upgrade the Ballroom's A/V and lighting systems, and buy tables and chairs
- Develop a separate website for the Rose Center, with links to RCT's site but a joint rental inquiry form
- Confirm the Preferred Vendor list, formalizing commission and exclusivity agreements
- Create new marketing collateral with the new rental rates and established packages

## 3 PHASE THREE: Reintroduce the Rose Center to the Community

- RCT and the City to coordinate on a relaunch advertising campaign within the region
- Host a reopening celebration and networking event for local meeting and event planners
- Present a weekend food and arts festival, showcasing local artists, restaurants, and civic groups
- RCT and the City cross-promote each other's digital content and pursue joint rental opportunities
- When it's ready, launch a pilot-program year of the new grant program

# THEATRE DNA

[www.mytheatredna.com](http://www.mytheatredna.com)

LOS ANGELES | DALLAS



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**03**

**APPENDIX**

# DOCUMENT SOURCES

City of Westminster. “Rose Center Operator RFP”. Draft Request for Proposal for New Operators of the Rose Center, 2025

City of Westminster. “Concessions Agreement”. Crystal Catering Operator Agreement, 2006, 2009, 2013

City of Westminster. “Concessions Agreement”. Jays Catering Operator Agreement, 2018

City of Westminster. “Theater & Art Gallery Operator Agreement”. Friends of the Rose Center Operator Agreements, 2006, 2011, 2015, 2019

City of Westminster. “Rose Center Maintenance-Munis Detail”. City Encumbered Maintenance Costs for the Rose Center , 2025

City of Westminster. “FY17-25 Rose Center Expenses”. City Encumbered Utility Costs for the Rose Center , 2025

City of Westminster. “FY18-25 Rose Center Catering Revenue”. Profit Sharing and Rental Revenue from Jays Catering to the City, 2025

City of Westminster. “Westminster Facilities Occupancy Cost Calculation 25-26”. Occupancy Costs Encumbered by the City, 2025

City of Westminster. “2010 Benchmark Facilities Research”. Operating Cost Research on Comparable City-Funded Theatres, 2010

Jays Catering. “Rose Center”. Historical Event Bookings and Revenue-Expense Listings, 2025

Rose Center Theater. “RCT P&L 2020-2025”. Past Profit and Loss Statements, 2025

Rose Center Theater. “FRCT Equipment Purchases”. Itemized List of Capital Improvements and Equipment Upgrades by RCT, 2025

Rose Center Theater. “RCT Utilization Spreadsheet”. Historical Space Usage Report from 2022-Current, 2025

Rose Center Theater. “RCT Productions Ticket Sales Summary”. Historical Ticket Sales on Self-Produced Shows from 2019-Current, 2025

Rose Center Theater. “RCT Rental Sales Summary”. Historic Rental Revenues from 2019-Current, 2025

Rose Center Theater. “Rose Center Theater City Report”. Comprehensive Operator Report to the City, 2025

# APPENDIX LISTING

Appendix Resource Link: <https://mytheatredna.egnyte.com/fl/HccWC9ppTC66>

1. Community Survey Results
2. Facility User Survey Responses
3. Facility Inventory
4. Comparable Rental Market Data
5. Proposed Ballroom Rental Fee Schedule
6. Rose Center Utilization Forecast
7. Rose Center Operating Pro Forma: City Operated Ballroom / Vendor Operated Theatre



Dear Ms. Hunter,

Thank you for the opportunity to continue working with the City of Westminster. Because we recently partnered with you on the Rose Center assessment, we understand the Council's decision to take the facility in a new direction and re-launch it as a Multi-Cultural Center under new leadership. We also know this is a sensitive transition, and we're ready to help the City move forward with a plan that feels clear, steady, and community-minded.

Multi-Cultural centers succeed when they meet people where they are—offering programs, activities, and experiences that reflect the community's identity and aspirations. That takes more than great events; it requires the right operating model, the right partners, and a shared understanding of what the facility should become. As Westminster makes this shift from a theatre-focused operation to a flexible cultural hub, getting the launch strategy right is crucial. The choices made now around governance, staffing, programming, and day-to-day operations will set the tone for the Center's long-term success.

Our team will bring a practical, grounded approach to this work. We know the City wants to activate the building more often, reach a wider cross-section of the community, and reduce pressure on municipal staff. We'll work closely with your team and stakeholders to build a plan that reflects Westminster's values while giving the new Multi-Cultural Center a strong, sustainable start. Our goal is to help you open the doors with confidence and a clear path forward.

We appreciate the continued trust the City has placed in us, and we look forward to supporting you through this next phase for the Rose Center.

Please let us know when you'd like to begin.

Sincerely,

A handwritten signature in black ink that reads "Benton Delinger".

**Benton Delinger, ASTC**  
*Founding Principal*

**Primary Point of Contact**

*Benton Delinger*  
*Founding Principal*  
[bdelinger@mytheatredna.com](mailto:bdelinger@mytheatredna.com)  
213-375-3688 x102



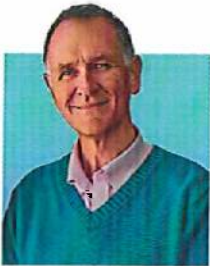
# Cultural Arts Center Startup Planning Proposal

City of Westminster

Prepared for Shaunna Hunter on December 18, 2025

# PROJECT TEAM

We have chosen to bring back the original team of consultants to conduct your startup strategy. They include our founding principal, Benton Delinger, ASTC; Teresa Koberstein from Assembly Arts; and TheatreDNA principal and former municipal venue manager, Alex Hargis, CVP/CMP. The development of the team has been designed to provide relational continuity and reduce the learning curve of understanding the dynamics of your unique situation.



**Benton Delinger**  
TheatreDNA



**Alex Hargis**  
TheatreDNA



**Teresa Koberstein**  
Assembly Arts

TEAM MEMBER	ROLE	RESPONSIBILITIES	EXPERIENCE
Benton Delinger, ASTC	Project Director	Sets the goals and expectations of the project, establishes work schedules and milestones, leads meetings, lead on needs assessment, provides analysis across all phases	40 Years
Alex Hargis, CVP/ CMP	Operations Specialist	Assist with stakeholder engagement and preparing the RFP document. Assist with business model comparisons, evaluating proposals, and making operator recommendations	19 Years
Teresa Koberstein, MNM	Non-Profit Management Specialist	Lead on stakeholder engagement and preparing the RFP document. Lead with business model comparisons. Assist with evaluating proposals and operator recommendations	16 Years



# PROJECT SCOPE

## 1. Project Kickoff & Goal Defining

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*In a kickoff meeting with the client Core Group, we will discuss the events that have transpired since the last engagement and mutually align on the goals for this project and the methods for how stakeholders will participate.*

1. Client Core Group Kickoff Meeting (held remotely).
  - i. Discuss objectives and deliverables for the startup planning project
  - ii. Confirm stakeholders to be interviewed
  - iii. Review the project timeline
  - iv. Determine any other research needing to be conducted for the project

## 2. Stakeholder Interviews

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*The term "Multi-cultural center" can carry different meanings to each stakeholder. Some cultural centers can include a museum or exhibition component with performance space, requiring a robust and curated programming effort. Other iterations of this facility type are simply special event space that can be rented for community groups. Before we can help the City find an operator for the multi-cultural center, we first need to reach consensus on what version of this facility type city leadership is envisioning.*

1. Stakeholder Interviews
  - i. Conduct interviews with the Mayor and city Council Members to get clarity on their definition of a multi-cultural center and the desired usages.
2. Interview Insights & Summaries Memo
  - i. We will compile all the interviews to identify the areas of alignment and disconnect for what Westminster's multi-cultural center should look like and operate.
  - ii. The memo will address emerging themes and specific thoughts regarding the future facility, but it will not make specific recommendations for what type of facility to move forward on.

## 3. Facility Type & Model Comparison

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*The purpose of the Facility Type & Model Comparison Report is to provide city leadership with a clear side-by-side evaluation of various multi-cultural center concepts. This analysis will compare facility models across functional, financial, experiential, and operational dimensions, allowing the city to make an informed decision on the best model serve the community's long-term cultural, economic, and operational goals.*

1. Define Evaluation Framework
  - i. Establish a structured comparison framework that evaluates facility types based on capacity, functional flexibility, community-serving relevance, event programming potential, technology and AV requirements, space efficiency, operational complexity, capital cost, and overall civic impact.
  - ii. Tailor criteria to Westminster's local market dynamics, including community demographics, regional rental demand, cultural programming trends, competition from nearby banquet and event venues, and the City's goals for increased utilization and revenue stability.
2. Profile Each Candidate Facility Type
  - i. Develop clear descriptions of each potential facility type—such as ballroom/event space, flexible performance space, meeting rooms, arts studios, outdoor event areas, and banquet-focused venues.
  - ii. Identify the key spaces, support areas, circulation needs, and AV/IT requirements for each facility type.
  - iii. Compare operating costs across models, including staffing, custodial needs, utilities, technology upkeep, and event-related support.
  - iv. Outline potential revenue streams such as rentals, classes, performances, weddings, corporate events, sponsorships, concessions, and food service operations.
  - v. Align each facility type with Westminster's core market segments, including community arts, senior programs, private events, corporate rentals, and nonprofit use.
  - vi. Determine which facility types offer the strongest year-round programming potential and best support the Rose Center's role as a community anchor.
  - vii. Evaluate staffing, event support, technical needs, and management requirements for each model.
  - viii. Provide pros/cons and risks for each operating structure based on Westminster's staffing capacity, financial goals, and operational constraints.
3. Present Options to City Leadership for Alignment
  - i. Our team will present the Report to city leadership in a study session and facilitate a discussion on the different model types and which one would be best suited for Westminster.
  - ii. Council provides direction on their preferred model which will form the basis for the RFP.

## 4. RFP Generation

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*Once a direction has been set by the City, the TheatreDNA team will assist in creating a comprehensive and competitive Request for Proposals (RFP) for procuring a future operator for the Multi-Cultural Arts Center.*

1. Operator RFP generation
  - i. Define Operator Goals and Expectations
  - ii. Develop Operator Scope of Work
  - iii. Establish Minimum Qualifications and Evaluation Criteria
  - iv. Define Required Proposer Submittals
  - v. Financial and Operating Terms Recommendations
  - vi. Develop Performance Metrics and Reporting Requirements
  - vii. Draft third party RFP Structure and Content
    - a. Internal review and refinement
    - b. Facilitate City review and prepare the final version

## 5. Operator Procurement Assistance

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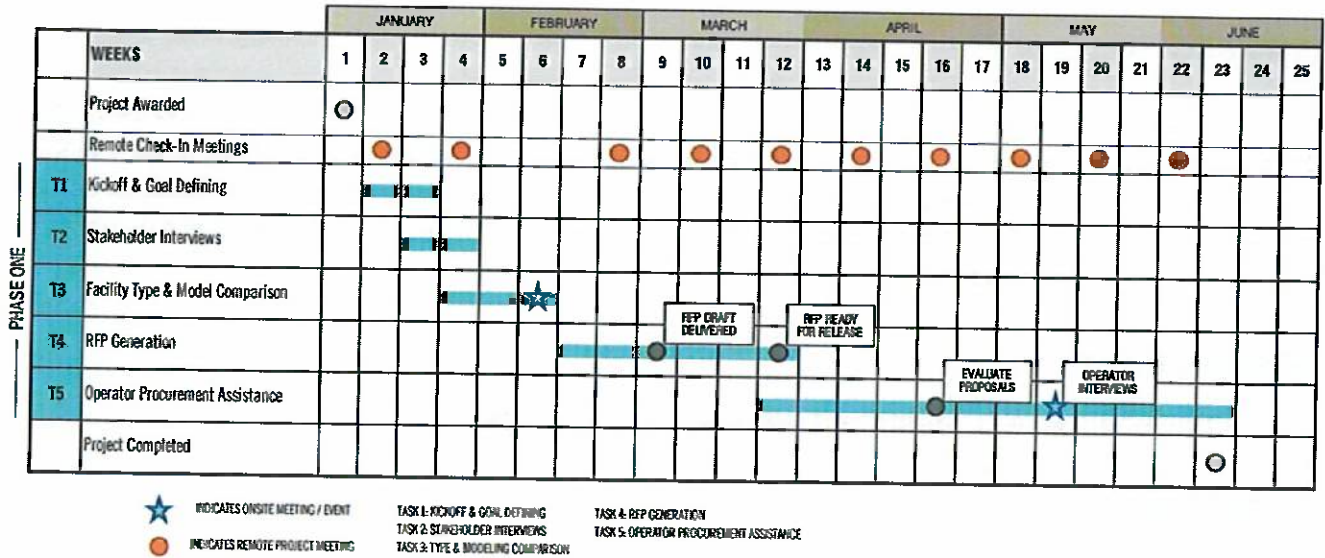
*TheatreDNA will guide the City of Westminster through a transparent operator-procurement process for the new Multi-Cultural Center, assisting with all aspects of the proposer outreach, RFP inquiries, and response coordination. Our team will support the City in screening submissions, participating in interviews, conducting scoring and evaluation, and delivering clear recommendations that position the City to select the most qualified and mission-aligned operator.*

1. RFP submittal review
  - i. Assist with distributing the operator RFP to TheatreDNA's industry network connections
  - ii. Assist with reviewing questions during the Q&A period and providing guidance on responses
  - iii. Assist with reviewing and scoring RFP submissions
2. Operator selection and contracting negotiating assistance
  - i. Participate as observers on the interview panel for potential operator candidates
  - ii. Provide feedback and recommendations based upon interview performance
  - iii. Assist the City by providing recommendations industry best practices during contract negotiations

# TIMELINE & TRAVEL

## PROJECT TIMELINE

The schedule for this project fits well with our current workload. We understand schedules on complicated projects can change, but we're confident that we can provide our expected high-level of service to the City of Westminster. Below is a Gantt chart of the schedule that was developed using our work plan for the project.



## TRIP SCHEDULE

The proposed scope of services includes a reasonable number of trips from the TheatreDNA team to Westminster, California for meetings or community engagement activities.

TEAM TRIP SCHEDULED BY TASK	NUMBER OF PERSON TRIPS	ESTIMATED TRAVEL COSTS
Facility Type & Model Comparison Presentation	1	Included in Fee
Operator Onboarding Session	1	Included in Fee
<b>Total:</b>	<b>2</b>	<b>Included in Fee</b>



# FEES & EXPENSES

## FEES & EXPENSES

TheatreDNA offers these services for \$29,963—including typical expenses and travel costs. We have determined our fees using standard methodology based on project and typical staff allocation time, confirmed and cross-referenced with a work plan based on hourly rates and hours per task.

## NON-TYPICAL EXPENSES

Non-typical expenses will be charged to the Client if requested and approved by the client, prior to expenditure. These expenses would include, but are not limited to: printed reports and drawings supplied to the Client and design team, renderings, models, or mock-ups, or additional insurance (for more than the amounts we carry.) If requested and approved by the client, these reimbursable expenses will be charged at cost plus an additional mark up of 10% for administration fees.

## TERMS OF PAYMENT

TheatreDNA will bill monthly, based on the percentage of work completed.

## PERIOD OF VALIDITY

This fee proposal is valid for 60 days.

# SIGNATURE

## ACCEPTANCE & AGREEMENT

After you sign and date the proposal below, send it back to us, and we'll get to work immediately. Send your proposal to Jennifer Heard at [jheard@mytheatredna.com](mailto:jheard@mytheatredna.com).



In the event a signed copy of this proposal is NOT received, any payment made towards this project and the services described in this agreement shall constitute full acceptance of the scope of services, terms, and conditions of this agreement and will constitute a contract.

*The signature below authorizes TheatreDNA to undertake the Scope of Services outlined in this agreement and with the fees and terms stated in this document.*

PREPARED AND OFFERED BY:  
TheatreDNA, LLC

 SIGNATURE  
Benton Delinger

AGREED AND ACCEPTED BY:  
City of Westminster

 SIGNATURE  
  
CHRISTINE COLGAN  
CITY MANAGER

## APPENDIX A: STANDARD TERMS AND CONDITIONS

### DEFINITIONS

The following definitions shall apply:

**“Agreement”**

The term “Agreement” shall refer to the Proposal submitted to the Client by TheatreDNA LLC (TheatreDNA) together with these Standard Terms and Conditions

**“Client”**

The term “Client” refers to the firm, organization, or individual(s) to which TheatreDNA submits this Agreement.

**“Services”**

The term “Services” shall mean the scope of work to be performed by TheatreDNA for the Client.

**“Project”**

The term “Project” shall refer to the Client’s overall construction venture for which TheatreDNA is performing Services.

### NOTICE TO PROCEED

TheatreDNA shall not perform services for the client under this agreement until it receives a written notice to proceed and any delays caused by the client’s failure to provide such notice to proceed in a timely manner shall be the sole responsibility of the client.

### NATURE OF THEATRE DESIGN CONSULTING SERVICES

The Client acknowledges that theatre design consulting is a service without licensing or registration requirements. The Client further acknowledges that TheatreDNA neither provides architectural, engineering, or construction services nor provides an architect’s or engineer’s seal on contract documents. The Client is responsible for securing appropriate architectural, engineering, and construction services. The Client waives any and all right to commence professional liability claims against any of TheatreDNA’s employees who may, in fact, be licensed professionals.

### CLIENT’S RESPONSIBILITIES

Client or their Architect shall provide TheatreDNA with all background models or drawings, information, surveys, reports, and any other related items reasonably requested by TheatreDNA in order to perform the Services outlined herein. Whenever available, Client or their Architect must provide TheatreDNA with up-to-date plans in the event they impact the Scope of Work. TheatreDNA may rely on the accuracy and completeness of these items without any obligation of independent verification.

### BILLING AND PAYMENT

TheatreDNA will issue monthly invoices in accordance with the agreed pricing for its Services at the end of each month, with amounts based on the percentage completed and, if applicable, the number of hours of TheatreDNA’s work for additional Services. The Client is deemed to approve these invoices unless it advises TheatreDNA in writing within fifteen days of receipt of invoice as to reason for non-approval. The Client shall pay the invoices in full within a period of thirty days.

All payments originating inside the United States may be made by check or electronic funds transfer.

All payments originating outside the United States shall be made by electronic funds transfer to US dollars.

For checks sent by mail:

TheatreDNA LLC  
Attention: Accounting Department  
453 S. Spring Street, #1230  
Los Angeles, CA 90013

or any other address as may be advised in writing from time to time.

For domestic electronic funds transfer:

BANK NAME	City National Bank
BANK ADDRESS	355 South Grand Avenue Suite 150 Los Angeles, CA 90071 +1 213-353-4360
ACCOUNT NUMBER	280133051
WIRE ROUTING TRANSIT NUMBER (RTN/ABA)	122016066
BENEFICIARY ACCOUNT NAME	TheatreDNA LLC

**For international electronic funds transfer:**

WIRE ROUTING TRANSIT NUMBER (RTN/ABA)	122016066
SWIFT/BIC CODE	CINAUS6L (for USD payments)
BANK ADDRESS	355 South Grand Avenue Suite 150 Los Angeles, CA 90071 +1 213-353-4360
ACCOUNT NUMBER	280133051
BENEFICIARY ACCOUNT NAME	TheatreDNA LLC
BENEFICIARY ADDRESS	453 S. Spring Street Los Angeles, CA 90013 +1 213.375.3688

Invoices are due in full and payable when received. Interest shall be charged at a rate of 1 ½% per month on amounts outstanding for more than 30 days. In the event that full payment of invoices is not received within 60 days, TheatreDNA reserves the right to cease providing Services. TheatreDNA shall be entitled to receive reasonable attorney fees in connection with the collection of any overdue invoice. Any disputes shall be resolved in accordance with the terms of this Agreement.

**CHANGE IN SERVICES**

If a phase extends more than three (3) months beyond the established schedule for that phase, TheatreDNA shall be entitled to additional service fees for the work of that phase. If significant changes are made to the Project, including but not limited to size, quality, complexity, schedule, budget, or procurement method, TheatreDNA shall be entitled to equitable adjustment of its schedule and compensation.

**ADDITIONAL SERVICES**

Services authorized outside the scope of work outlined in the Proposal shall be billed as additional services on a time and materials basis. These Services include, but are not limited to:

- Revisions to drawings or specifications after approvals by the Client are obtained.
- Analysis of existing inventories of performance equipment.
- Extra trips by TheatreDNA beyond the agreed visit/meeting schedule.

- Value engineering services beyond one (1) revision of scope for value engineering per phase.
- Services after the completion date specified at the time of the signing of this Agreement.
- Services required to adapt CAD backgrounds provided to TheatreDNA for use in contract documents and general arrangement drawings, beyond a reasonable amount of time and effort.
- Services after issuance of the final certificate of payment or more than 60 days after substantial completion.
- Preparation of record drawings.

**FEES FOR ADDITIONAL SERVICES**

Charges for additional Services (Services beyond the scope of Services in the Proposal) shall be based on prevailing hourly rates. Rates shall be increased by 3% per annum throughout the period of Services. 2024 rates are as follows:

POSITION	HOURLY	TRAVEL
Founding Principal	\$291	\$145
Principal	\$200	\$100
Senior Consultant	\$168	\$84
Consultant	\$137	\$68
Support Staff	\$78	\$39

TheatreDNA will also invoice for expenses incurred in the delivery of additional Services. These expenses will include, but are not limited to: air and ground transportation; meal and accommodation; communications between TheatreDNA, the Client, and team members; all reports and drawings supplied to the Client and design team. These reimbursable expenses will be charged at cost.

**LEAD TIME**

Background drawing lead-time for TheatreDNA drawings based on architects' or other consultants' drawings is ten (10) working days before the required issue date. If backgrounds are not received with this lead-time the deliverable date will be delayed to allow the 10 working day lead-time. Any schedule impact from such a delay is the responsibility of the Client. Schedule impact from such a delay may result in additional Service fees from TheatreDNA.

**INSTRUMENTS OF SERVICE**

TheatreDNA shall retain copyright on all original work, drawings, and other documents prepared for this Project and confer to the Client a license to use these instruments of service for this Project only. The Client shall not use these instruments for any other project or purpose, nor may the Client make changes to these instruments without TheatreDNA's prior written authorization. The provisions of this paragraph shall survive the expiration or early termination of this Agreement.

**DESIGN CREDIT**

If the architect or acoustician is credited on any promotional material associated with the Project or on signage at the construction site, then TheatreDNA shall be credited as "Theatre Consultant." This provision shall survive the expiration or early termination of this Agreement.

**PROMOTION**

TheatreDNA shall have the right to use, and may possibly use, the name of the architect, Client, owner and the name of the Project for any advertising, publicity, promotion, or in any other manner for the purpose of promotion of TheatreDNA. The provisions of this paragraph shall survive the expiration or early termination of this Agreement.

**INSURANCE**

TheatreDNA shall, at its sole cost and expense, throughout the performance of its Services pursuant to this Agreement, maintain the following insurance coverage:

- Commercial General Liability Insurance: One million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate.
- Commercial Automobile Liability Insurance: One million dollars (\$1,000,000) per occurrence.
- Worker's Compensation Insurance: As required by applicable California state law.
- Employer's Liability Insurance: One million dollars (\$1,000,000) per occurrence.
- Professional Liability Insurance: Two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, for a period of at least three (3) years after the completion.
- Valuable Papers Insurance: Twenty-five thousand dollars (\$25,000) per occurrence.

**NON-INDEMNIFICATION**

TheatreDNA shall not be responsible for the acts or omissions of the architect, architect's consultants, contractor, subcontractors, their agents or employees, or other persons performing any work on the Project.

**PROJECT SUSPENSION**

If the Project is suspended in whole or in part, and TheatreDNA is not in default of its obligations under this Agreement, the Client shall compensate TheatreDNA for all Services performed prior to the suspension, together with reasonable reimbursable expenses then due and its reasonable costs, charges, and expenses arising out of suspension of this Agreement. If the Project is suspended in whole or in part for more than six (6) months and the Client elects to terminate this Agreement, TheatreDNA shall be compensated for all Services performed prior to the suspension, together with reimbursable expenses then due and all reasonable termination expenses plus ten (10%) percent of such amount. If the Project is resumed after being suspended for more than six (6) months TheatreDNA's compensation shall be subject to renegotiation. The Project schedule shall be extended by a period of time equal to the period of the stoppage.

**TERMINATION**

TheatreDNA may cancel this Agreement upon an occurrence of any event of default by the Client, such cancellation to be effective upon the issuance of a written notice of cancellation for default. An event of default shall include (a) fraud or any fraudulent practice with respect to this Agreement, (b) any material breach of this Agreement, provided that notice of such breach is given to the Client and the Client has failed to cure such breach within 30 days, (c) if the Client becomes insolvent, voluntarily files a petition for relief under bankruptcy or any similar or other insolvency laws (or has a petition filed against it and the same is not discharged or stayed within 60 days) or voluntarily or involuntarily enters receivership or any similar or other insolvency proceeding. Upon the occurrence of an event of default, TheatreDNA shall be entitled to pursue the remedies set forth in Article 16 - Dispute Resolution.

**DISPUTE RESOLUTION**

In the event of any claim, dispute or other matter in question arising concerning the Project, TheatreDNA and the Client shall first make a good faith effort to mediate a resolution of the claim, dispute or other matter in question with the assistance

of a qualified mediator to be chosen by agreement of the parties. In the event that the parties are unable to agree upon a qualified mediator, a mediator shall be designated by the Regional Office of the American Arbitration Association ("AAA") which covers California. Any such mediation shall be held in accordance with the Construction Industry Mediation Rules of the AAA or by such other standards established by the mediator. Demand for mediation shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, but in no event after the date when notification of legal or equitable proceedings based upon such claim, dispute, or other matter in question would be barred by the applicable statute of limitations or by the terms of this Agreement. In the event that the claim, dispute, or other matter in question is not resolved by mediation within sixty (60) days of demand for mediation, TheatreDNA and the Client agree that either may submit same to binding arbitration under the Construction Industry Arbitration rules of the American Arbitration Association. All mediation and/or arbitration proceedings shall be held in California unless otherwise agreed to by the Client and TheatreDNA. The decision of the arbitrator(s) shall be final and binding on TheatreDNA and the Client.

#### NON-DISCRIMINATION

TheatreDNA does not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, handicap, gender, sexual orientation, or affiliation. TheatreDNA makes good faith efforts to comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities.

#### CONFIDENTIALITY / NON-DISCLOSURE MANDATE

It is TheatreDNA's policy to keep the terms and conditions thereof and all information, know-how, and documents provided to or used by TheatreDNA confidential (the "Confidential Information") except (a) information and know-how that TheatreDNA has developed in the course of its business; (b) information that has been furnished to TheatreDNA lawfully by a third party as a matter of right; (c) any other information once it becomes part of the public domain by publication or otherwise through no act of TheatreDNA. It is understood that Confidential Information may be used by TheatreDNA and disclosed to its employees, agents, and subcontractors on a need-to-know basis in order to finish the Project. TheatreDNA agrees to refrain from

disclosing Confidential Information, without prior written consent of the Client to any person or entity that is not affiliated with or acting on behalf of a party, except (i) as may be required by applicable law, the order of any court or government agency, or a proper discovery request or (ii) as part of TheatreDNA's portfolio of its work to display to potential clients and for promotional purposes. If TheatreDNA is required to disclose Confidential Information due to condition (i) above, TheatreDNA shall (1) use its best efforts to make the disclosure on a confidential basis and (2), in the case of disclosure as a result of an order of any court or government agency or a proper discovery request, give the Client prompt notice thereof so that the Client may, if it so chooses, assert any rights it may have to maintain confidentiality or obtain relief from public disclosure.

#### COMPLIANCE WITH LAWS

TheatreDNA makes a good faith effort to comply with all foreign and United States (federal, state and local) laws, rules, regulations, and ordinances applicable to the performance of its obligations under this Agreement.

#### INDEPENDENT CONTRACTOR

TheatreDNA is an independent contractor for all purposes in connection with this Agreement. Nothing herein shall be deemed to constitute a partnership or joint venture between the Client and TheatreDNA.

#### GOVERNING LAW

This Agreement shall be governed by the laws of the State of California with regard to its conflicts of law's provisions.

#### ASSIGNMENT

This Agreement and each and every covenant, term, and condition hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns. Neither TheatreDNA nor the Client shall assign any of its rights or obligations under this Agreement without the prior written consent of the other, which consent may be withheld or conditioned in its absolute discretion. Any such assignment without consent shall be void.

**SEVERABILITY**

In the event that any provision of this Agreement is deemed as a matter of law to be unenforceable or null and void, such provision shall be deemed severable from this Agreement and the contract shall continue in full force and effect as if such provision were not contained herein.

**NON-WAIVER**

The failure of either party to require the performance by the other of any term, condition, or provision of this Agreement shall in no way affect its rights to require such performance at any time thereafter, nor shall the waiver of a breach by either party of any provision of this Agreement be deemed to be a waiver of any succeeding breach of such provision or a waiver of the provision itself or of any other provision of this Agreement.

**LIMITATION ON DAMAGES**

TheatreDNA shall in no event be liable for any consequential damages which may be alleged by the Client due to an alleged breach of contract by TheatreDNA and shall not be liable for any damages resulting from a delay in the delivery of Services due to circumstances beyond the control of TheatreDNA, including, but not limited to strikes, wars, or civil disturbances including acts of terrorism, non-availability of necessary materials or equipment, and acts of God.

**SEPARATE COUNTERPARTS**

This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**EXTENT OF AGREEMENT**

This Agreement represents the entire and integrated contract between TheatreDNA and the Client supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a writing signed by both TheatreDNA and the Client.

**BINDING EFFECT**

This Agreement shall be binding on the parties and their successors and/or assigns.

**CONFLICT**

If there is any conflict between these Standard Terms and Conditions and any portion of the Proposal, these Standard Terms and Conditions shall control.

**OFFICE CLOSURES**

TheatreDNA offices are closed every year during the following time periods: No less than one week between Christmas and New Year's Eve, and one week at the beginning of summer. Every effort will be made to not disrupt project work, and ample notification will be given.

**NOTICES**

Notices shall be deemed received (a) upon delivery, when personally delivered; (b) upon receipt, when sent via registered or certified mail; (c) the next business day, when sent via overnight courier, and (d) upon confirmed receipt, when sent via facsimile with hard copy to follow by other means listed above.

Notices shall be sent as follows:

TheatreDNA LLC  
Attention: Michael Ferguson  
453 S. Spring Street, #1230  
Los Angeles, CA 90013