

GRISWOLD AUDITORIUM

USE POLICIES AND PROCEDURES

The purpose of the Griswold Auditorium is to be a regionally renowned event center that contributes to a robust community through the presentation of entertainment, arts, and community involvement while serving as an economic driver to the City of Allegan.

The City of Allegan desires to uphold Marilla Griswold's dream of providing a place for all the community to come together, experience a variety of entertainment and most of all, enjoy themselves within the rooms of a pristine, historic auditorium.

This policy establishes the expectations of renting space within the City of Allegan-owned Griswold Memorial Auditorium. All facility policies and behavior guidelines wherein must be followed.

Facility Rental Procedure

1) Reservation Process:

- a) Reservations are accepted up to eighteen (18) months in advance, and on a space available basis. Reservations are processed on a first-come, first-served basis.

Note: Reservation requests cannot conflict with and/or interfere with current City of Allegan programs, activities, or scheduled administrative use.

2) Rental Agreement:

- a) A complete Griswold Rental Form must be submitted and signed by the legally responsible party to initiate the reservation process.
- b) The requested date(s) is not secure until down payment is received.
- c) Non-payment will result in a hold on the request. The date will continue to be available to new applicants.
- d) Once payment is received a receipt and copy of rental form will be provided to the renter(s).
- e) A Point of Contact(s) must be named on the rental form and is required to remain on-site from the time the rental begins (set-up) through the time the rental ends (tear down).

3) Payment Methods:

- a) Fees and charges for rentals are adopted by the City of Allegan City Council.
- b) Facility rental payment may be made by cash, check, or credit card. Personal checks will not be accepted later than 30 days prior to the event. Credit cards will be charged a 3% processing fee. Payments are to be made out to The City of Allegan and may be paid at Allegan City Hall (231 Trowbridge Street Allegan, MI 49010).

4) Cancellation of Agreement:

- a) A minimum 7-day notice is required to cancel a rental agreement and receive a refund of rental fee, not including the deposit.
- b) The City of Allegan reserves the right to cancel the rental agreement for cause and will issue a full refund of rental fee, including deposit.
- c) The City of Allegan shall make every effort to open the facility when a rental is scheduled. However, if severe inclement weather or other acts of nature prohibits the opening of a facility, the renter(s) will be notified as soon as possible. The renter(s) will be provided the opportunity to reschedule to another available date or have the rental fees refunded in full.

Rental Rates

1) Rental Hours:

- a) All rooms of the facility are rented on an hourly basis. The rental time includes the time needed for set-up and tear-down.
- b) Rental of the entire building is available on a six-hour fee.
- c) Rentals which do not vacate the premises as per the rental agreement terms will be assessed additional fees at a rate of 1 ½ times the established hourly rate. This will be assessed on a 30-minute basis.

2) Non-Profit and Community Organizations:

- a) Non-profits and Community Organizations are allowed to petition Allegan City Council for a reduced rate. A letter and proof of Non-Profit status must be sent to the Griswold Facility Manager 60 days prior to the event to be voted on at a regularly scheduled city council meeting. This letter must explain what your event is, why you are requesting the reduced rate, and the rental rate you are asking to pay.
- b) If the organization is requesting use of the Auditorium and the lighting and sound system, a \$200.00 flat fee will be added for staff operation. This will be in addition to what the city council approves.

3) Significant Users:

- a) For Allegan organizations and other groups that utilize the Griswold Auditorium for a minimum of 80 hours annually, a discounted rate of \$37.50 an hour, \$3,000.00 total annually, is offered pending City of Allegan staff approval

4) Ticketed Events:

- a) Any non-City sponsored ticketed event will be charged 25% of ticket sales or regular rental rates, whichever is greater.
- b) A non-refundable deposit of 50% of the regular rental rate will be required to hold the date for this event and will be subtracted from the total cost for the reservation.

5) Sale of Food, Beverages, Merchandise, etc.:

- a) Renter(s) must request approval to sell merchandise within the Griswold facility on the Rental Application Form. The Griswold will not take a percentage of these sales.
- b) Renter(s) may not sell food or beverages within the Griswold. The City of Allegan will provide the sale of food and beverages if requested by the renter(s) on the application. The City will work with the renter(s) to determine the type of food and beverages. The City reserves the right to contract with area non-profits to provide this service as a fundraising opportunity. The City or other food provider shall be entitled to retain the proceeds of any food sales.

General Guidelines for Use

1) Customer Responsibilities:

- a) Attendees must obey all applicable City, State, and Federal rules, ordinances, laws, and regulations. Failure to do so may result in the rental agreement being cancelled or terminated and all guests being asked to leave the premises and/or be subject to legal action.
- b) The renter(s) is responsible to provide general supervision and control over all activities to prevent injury or damage. A designated Point of Contact(s) must be named, identified, and onsite for the entire rental which includes set-up and tear down.
- c) Point of Contact(s) must provide general clean-up of rental facility related to their decorations. Point of Contact(s) is responsible for the removal of all personal belongings and/or leftover food from the premises.
- d) The Point of Contact(s) is to become familiar with the facility, its amenities, and overall condition. This includes a pre and post rental walk thru with staff and signing of the rental checklist at the beginning and end of the rental. The same person must be available for each. The Point of Contact(s) should stop by front desk when arriving and departing to complete the pre and post walk through with a staff person.
- e) The Point of Contact(s) is responsible for the repair/replacement of property/equipment damage.
- f) The Point of Contact(s) can move tables and chairs within the rental space to suit your needs. The room must be returned to the original set again when you leave the room.
- g) If a multi-day rental would like to leave things in the room overnight, please receive approval from facility staff. General clean-up is required at the end of each rental day.
- h) The Point of Contact(s) must be listed on the contract. If the Point of Contact(s) is not available for the walk through per the terms of the agreement, they void the right to have representation present and the judgment presented will be final.
- i) The renter(s) is financially responsible for any damage to or the need for excessive cleaning of the facility or for cleaning related to improper use of the facility or amenities that may be caused by the renter(s) or someone from their group.
- j) Excessive cleaning is billed at 1 ½ times the rental fee. Excessive cleaning needs may include spills, stains, or trash pick-up/removal, etc. which extends beyond the normal allocated hours for cleaning.
- k) The Griswold is not responsible for providing any amenities the day of the event that were not explicitly included in the rental agreement.
- l) Room Capacity determines the maximum number of guests allowed either seated or standing. By fire code the listed capacity cannot be exceeded at any time and will be enforced by staff on duty. Violation of the capacity will result in termination of the event.

2) Decorations:

- a) Consult with the facility staff on what types of decorations are permissible. The use of nails, push pins/tacks, staples, sequins, or glitter is not allowed. Duct tape is not allowed, painters tape is allowed.

3) Catering & Kitchen Items:

- a) The Kitchen is a warming kitchen only and is not certified by the Allegan County Health Department. Catering may be done by any caterer of your choice.

4) Tobacco/Cannabis/Alcohol/Illegal Substance Use:

- a) Tobacco and illegal substances in all forms are prohibited inside the Griswold facility. Smoking may occur 10' feet or more from any entrance to the facility.
- b) Smoking or vaping or ingesting of cannabis is prohibited inside and outside of the facility.
- c) Alcohol may be served (but not sold) at events for which no fee is charged to attend (e.g., weddings) if the renter provides proof of 24-hour \$1,000,000.00 Liquor Liability coverage that includes the City of Allegan as additionally insured. This must be provided and approved by the City before the date of event.

5) Weapons:

- a) Because the Griswold is a theatre, the open carry of firearms is prohibited pursuant to MCL 750.234d(1)(d). Other weapons are also prohibited on The Griswold property, including, but not limited to: bow and arrows, knives, switchblades, swords, etc. Further, The Griswold will not rent its facility for any activity which requires the use of firearms or any other weapon, except for theatrical performances where the weapon used in the performance is approved in advance by City staff. Any renter found to be in violation of this policy will be immediately removed and may be subject to criminal charges.

6) Signage:

- a) The Griswold sign may be utilized for an event for an additional charge of \$20.00 and with approval from City staff. Any item to be posted must be turned in a week before the event.

7) Animals in Public Buildings:

- a) Only properly tagged service animals are permitted inside The Griswold Auditorium or as otherwise approved with application submission.

8) Loss Payment:

- a) The renter agrees to hold the City (defined for purposes of this paragraph to also include the its officers and employees) harmless from, defend it against (with legal counsel reasonably acceptable to the City), and pay for any loss paid or owed by the other party related in any way to the renter's use of the Griswold, unless the loss is caused by or results from the negligent or intentional acts of the City. "Loss" means a monetary amount paid or owed for any reason, including judgments, settlements, fines, replacement costs, staff compensation, decreases in property value, or expenses incurred in defending a legal claim.

9) Insurance:

- a) The Griswold, within its discretion, may require any renter(s) prior to approving the rental request to secure a general liability insurance policy with minimum rates per person and per occurrence naming The Griswold Auditorium and The City of Allegan as additionally insured. In such case, a certificate of insurance shall be provided before approving the rental request.

10) Compliance with Applicable Policies Concerning Use of Facilities:

- a) The City of Allegan may refuse to enter into a rental agreement with a renter(s) based upon history of non-compliance of Facility Rental Policy. Renter(s) commits to ensuring that persons attending the activities for which the facility is being used are informed of applicable policies or regulations concerning use of the facility. Policies concerning weapons, illegal substances, alcohol, inappropriate behavior, animals, persons not authorized to be on City property, and use of facilities for political activity, other related matters will be discussed with the Griswold Facility Manager.