

ROGERS THEATER USAGE POLICY

The Presque Isle District Library, hereby known as, “The Library” encourages the community use of its Rogers Theater, hereby known as, “The Theater” for the purpose of community gatherings including lectures, live music, community forums, film festivals, small theatrical productions, dance performances, literary readings, debates, and other creative uses. This Usage Policy is set in place and approved by the Library Board of Trustees. The Library reserves the right to refuse the use of the Rogers Theater at their sole discretion.

In accordance with the **Michigan Public Accommodations Act**, these tax-supported facilities may be used only by those groups whose membership is open to all without restriction based on race, sex, religion, etc.

ELIGIBILITY

Non-profit organizations and for-profit organizations may reserve the theater for non-commercial use and will be known in this policy as “The Renter”. Commercial or for-profit organizations may NOT use the theater except when sponsoring educational programs of a non-profit nature which are open and free to the general public. Inquiries for such groups will be referred to the Library Director for review and consideration.

The Renter shall not assign and/or transfer this usage policy and its agreement with another party or third party not recognized as The Renter; nor shall The Theater be used by a third party or any part thereof for use by any other party not recognized as The Renter.

RESPONSIBILITY

All activities held in the theater must comply with the Presque Isle District Library Patron Rights, Responsibilities, and Conduct Policy.

Upon booking requests, library management will require at least 20 business days prior to the scheduled event. This enables sufficient time for proper marketing and promotional efforts.

Any form of image capturing or recording of the film screen is prohibited. The Library reserves the right to request the removal of and/or confiscate any audio and/or video recording devices.

The Theater assumes no liability for personal injury or accidents that occur on the premises during an event, regardless if the accident occurs on the premises within the theater or exterior of the theater building. Any injuries or accidents must be reported to the Theater Manager immediately.

The Renter assumes all financial responsibility for any damage to the facility incurred by the rental party. Any damage must be reported immediately to the Theater Manager. A “Theater Damage Report” must be completed by the Theater Manager and signed by both parties (The Renter and Theater Manager)

The Renter assumes full responsibility for any and all materials, equipment, supplies, etc. that are brought into the theater by The Renter for the duration and purpose of the theater rental.

Unless the stage is included in the rental use, The Renter and all parties associated with The Renter are not permitted on or behind the stage area without permission from the Theater Manager.

The Renter is restricted to the theater's Public Commons Area which includes the following: (Concession's outer lobby, theater's inner lobby, general public seating area "auditorium", and public restrooms). All other areas within the theater and its premises are restricted access and not for public use.

RENTAL FEES /PROCEDURE FOR RESERVATIONS

The Renter will contact the Theater Manager at rct@pidl.org or the program director at 989-734-2477, ext. 104 to reserve the theater. A date and time for the proposed event will be reserved based on availability. An agreed date can held for up to five (5) business days. Proposed dates will not be held for an extended period of time. Upon confirmation of the date, The Renter must provide a non-refundable **\$50 security deposit, made out to Presque Isle District Library** within 24 hours of confirmation.

*A security deposit of \$50 will be applied to the rental fee for the theater usage.

Theater fees:

- Non-profit (with proof of 501c3 or non-profit documentation): \$150 for two hours of use and \$150 for each additional hour.

- For-profit and/or Commercial use: \$300 for two hours of use and \$150 for each additional hour.

*The security deposit is applied to cleaning fees following the event. The Theater Manager is responsible for all cleaning following the event.

All supplies, materials, props, equipment, etc. supplied by The Renter for their event must be removed from the premises of the theater at the end of the event. The Theater will not be held responsible nor accessible for storage at the end of the event.

Cancellation of an event may be made up to 24 hours of event upon notification with Theater Manager and/or Program Director. If cancellation is made within 24 hours of the scheduled event, a \$50 surcharge will be incurred by The Renter.

Theater concessions are available upon request and are coordinated through the Theater Manager. Request for use of concessions must be made no later than ten (10) days from the event due to employee scheduling. Additional costs may be incurred by The Renter if The Theater is providing popcorn and/or refreshment.

A/V and TECHNICAL REQUESTS

The Renter is responsible to contact the Theater Manager to schedule a date/time to meet at least five business days prior to the event to discuss stage set-up, technical requests, A/V needs, etc. There will be an **additional fee of \$25/hour** for any part of the audio/visual equipment that requires an A/V technician and/or staff member on-site for the duration of the event.

ACKNOWLEDGEMENTS

The Presque Isle District Library must be acknowledged from the stage to the audience as part of the opening remarks prior to event. “Thank you to the Presque Isle District Library for the use of the Rogers Theater”.

ADDITIONAL INFORMATION

Decorating and set-up must be coordinated through the Theater Manager and scheduled for allotted time that will not interfere with theater show times or other scheduled events. Time to set up or decorate will be granted as time allows. Please consult with the Theater Manager at least five business days prior of scheduled event to arrange time for decorating. Additional fees may be incurred if multiple days for set up are required.

Nothing may be taped, tacked, or otherwise affixed to theater walls.

FOOD & BEVERAGE

We encourage The Renter to enjoy our facility and welcome outside caterers to provide food and beverages for the event. However, food and beverages not purchased at the theater, must stay in the catering area (lobby area). Catered food is not permitted in the theater seating area of the auditorium. All spills are to be reported to the Theater Manager immediately. Caterers must remove all equipment and clean the catering area and table area immediately following the event.

ALCOHOL

Alcohol may be provided by The Renter. Consult with the Theater Manager or the program director prior to signing rental agreement. Caterers must abide by all applicable Local, State and Federal/County Health Standards. The Renter may, in limited circumstances; serve alcoholic beverages at a function provided that: 1. The function is not a student activity. 2. The Renter provides evidence of liability insurance, which includes Host Liquor Liability and assumes, in writing, liability for any matters arising from the serving of alcohol. The liability policy shall have limits of liability of at least one million (\$1,000,000.00) dollars and will name the Renter as “an additional insured on a primary basis.” A copy of the policy should be submitted to The Library at least five (5) business days prior to the event. Any exceptions must be approved by the Library Director. 3. The Renter shall assure full compliance with Michigan State Laws pertaining to the use and/or sale and/or serving of alcoholic beverages (i.e. beer, wine, champagne, etc.). The Renter must contact the Michigan State Liquor Control for appropriate application and compliance policies. If a permit is required, it will be obtained by the Renter with

a copy turned over to The Library at least 48 hours prior to the event. 4. The Library will grant permission for the use of alcoholic beverages only if all of the required information and assurances have been provided at least 48 hours in advance. The Library will consider each alcohol-use request on an individual basis and reserves the right to deny use of The Theater if such is deemed not to be in the best interests of The Library. The Renter holds harmless The Library, its Board of Directors, employees, volunteers and trustees from any liability arising from any event that has provided the use of alcohol.

ROGERS THEATER RENTAL AGREEMENT

Please complete the Rogers Theater Rental Agreement in full. Provide signature of authorizing personnel, scan as a pdf and return to the Theater Manager via, email to rct@pidl.org, copy to director@pidl.org and annebelanger@pidl.org or mail to Presque Isle District Library at 181 E. Erie Street, Rogers City, MI 49779, attention: Theater Management

Adopted: August 8th, 2018

Amendment: October 14th, 2020

Amendment: December 9th, 2021