

# Hudsonville Auditoriums

3370 Allen Street • Hudsonville, MI 49426 • (616) 669-1510 x 24340

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## Booking Policies

*The Hudsonville Fine Arts Auditorium & Eagle Auditorium are facilities of Hudsonville Public Schools and are made available to the community for cultural and educational events on a limited basis. The District reserves the right to be a partner in all programming at both auditoriums. Organizations seeking to utilize the facilities independently will be reviewed on a case-by-case basis for approval.*

1. **Application:** All parties interested in using either of the Hudsonville Auditoriums must submit a facility use form to the Auditorium Director (herein, AD). The rental fee is determined on a per room basis, and rentals are tentative until application contract, deposit, and insurance rider are received, and all required signatures are obtained. No advertising or promotion is allowed until application contract is complete and approved. All contracts, changes, and additions shall be made in writing.
2. **Contract Termination:** Any contract between Hudsonville Public Schools (herein, District) and the Client/Organization (herein, Lessee) terminates at the Time of Departure on the last date listed on the Contract. The District reserves the right to cancel an event due to the Lessee's breach of contract, which may result in forfeiture of the deposit. The Lessee may cancel a contract and forfeit the non-refundable deposit. The Lessee shall be liable for any pre-production expenses related to preparation for the cancelled production.
3. **Rental Priorities:** The following user priorities, as determined by the AD, will govern the scheduling process for the auditoriums:
  - 1) School-related events sponsored by Hudsonville Public Schools.
  - 2) Events sponsored by school-related "booster" organizations.
  - 3) Events sponsored by local non-profit organizations.
  - 4) Events sponsored by regional non-profit groups, commercial users, and for-profit organizations.
4. **Scheduling:** The AD will check events/dates requested for conflicts, appropriateness of events, and ability to meet the needs of the applicant. Facility rental and venue assignment is subject to availability as determined by the AD. The use of the facility shall be denied when such use would interfere with necessary repairs or general maintenance, or sporting events. The District reserves the right to refuse rental to any group, event, or activity if it is reasonably determined that said activity, or response to said activity, may cause damage or unusual risk of damage to the facility or its patrons. Rental may also be refused on the basis of prior disregard of District policy.
5. **Liability:** The Lessee may be required to furnish a certificate of liability insurance coverage of at least \$1,000,000 per occurrence/day for Injury or Death Liability and at least \$1,000,000 per occurrence/day for Property Damage which names the HUDSONVILLE PUBLIC SCHOOLS as an additional insured. In the event that any group fails to provide satisfactory evidence of said insurance within ten (10) days prior to the date of use, the District may obtain said insurance on its own behalf and the Lessee shall reimburse the District for the cost of same: or at the District's option, it may refuse to permit use of the facilities until evidence of insurance is provided. In addition, a "Hold Harmless" clause absolving Hudsonville Public Schools, district employees, agents, or board members of any liability must be signed by the Lessee.
6. **Subleasing Clause:** The Lessee shall not sublease any District-owned property or equipment.
7. **Supervision:** All groups shall have adequate supervision, assessed by the AD. Lessees shall name a designated supervisor, aged 21 or older. The designated supervisor will be responsible for discipline, proper use of facility, enforcement of all requirements, and vacating promptly. The Lessee is solely responsible for the behavior of their group including, but not limited to, performers and audience members. The designated supervisor must be on site and in charge before the doors will be unlocked as per the agreed upon opening time.
8. **Multiple Showings/Events:** An event open to the general public and involving more than one performance on the same date must be scheduled and operated in such a manner that an interval of at least two (2) hours is provided between the end of one performance and the beginning of the next. The District reserves the right to schedule multiple, non-competitive activities in the facility simultaneously.
9. **Force Majeure:** In the event that the Facility, or any part thereof, shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence shall render the Facility unavailable then this agreement shall terminate. Each group shall pay rental for the Facility only up to the time of such termination, at the rate herein specified. Each group hereby waives any claim for damages or compensation should this agreement be so terminated. Events cancelled due to Force Majeure will be rescheduled if at all possible. The AD or designee reserves the right to interrupt any event and evacuate individuals in the event of dangerous conditions due to weather, unruly behavior, or other conditions deemed to endanger life or property. The use of the Facility may be cancelled due to inclement weather subject to the District's cancellation policy.
10. **Final Invoice:** The Lessee will be sent a final invoice within seven (7) days of an event. The non-refundable deposit will be reflected in the final invoice. The District reserves the right to retain any box office receipts up to or equal to the amount outstanding.
11. **Binding Effect:** Each and every term of this agreement shall be binding upon the parties, their heirs and assigns, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto, unless the same be in writing and mutually signed by the duly authorized agent or agents who executed this agreement.

## Production Policies

*Use of the Hudsonville Fine Arts Auditorium & Eagle Auditorium is governed by the following policies:*

1. **Staffing:** The Auditorium Director (herein, AD) shall determine the staffing needs for any and all events held in either Hudsonville Auditorium and shall have sole discretion regarding whom is qualified to operate District-owned or rented tools, equipment, machinery, or hardware which is typically located in the Auditorium spaces. The AD, or an approved designee, shall be present whenever either venue is in use, but shall not be considered responsible for the operation of equipment on behalf of the Client/Organization (herein, the Lessee).
2. **Equipment Damage:** The Lessee assumes all liability for damages to facility and/or equipment. The Lessee shall be charged accordingly for repairs and/or replacement of damaged equipment. Hudsonville Public Schools (herein, the District) shall determine the necessity for repair and/or replacement and the cost.
3. **Copyright:** The Lessee is solely responsible for liability in relation to copyright license for videos, music, theatrical performances, etc., which includes royalty fees, recording permissions, or other arrangements with the copyright holder.
4. **Parking:** Patron and talent parking shall be restricted to areas and times designated by the AD.
5. **Controlled Substances:** Both Auditoriums are extensions of the campus of Hudsonville High School, as such, Michigan State law defines a number of controlled substances. Failure to observe these policies may constitute a criminal offense, which shall be reported by the District to the Ottawa County Sheriff's Department.
  - (a.) Possession or consumption of alcoholic beverages will be determined in the strictest accordance with MCL 436.1904
  - (b.) Possession of illegal drugs (MCL 333.7410) or firearms (MCL 750.237a) in the facility or on the grounds is a prohibited and criminal offense. Performances that required the use, or apparent use, of stage weaponry must be approved in advance by the AD.
  - (c.) The use of any and all tobacco products inside any school property is prohibited (MCL 750.473). This prohibition must be stated in any program. Performances requiring the use, or apparent use of tobacco must be approved in advance by the AD.
  - (d.) The use of open flames, such as candles, is prohibited by the State Fire Marshall, and fire resistant materials shall be used whenever possible. Combustible materials or materials that may incur a highly allergic reaction are not allowed in the facility unless prior approval has been obtained by theatre management.
  - (e.) Helium balloons are not allowed in the theatre without prior arrangements with the AD. A \$500 deposit is required for the use of helium balloons on stage or in the theatre, with the full deposit being returned if balloons are not released in the theatre.
8. **Conflict of Interest:** Nothing shall be sold, displayed, or given away without the prior, express, written permission of the AD.
9. **Scope of Use:** Only the rooms or designated areas granted in the original request shall be used. All rooms and areas are to be left in an orderly condition after usage. Failure to do so may result in the assessment of a cleaning fee. Lessee must obtain permission from the AD to use any additional technical equipment, stage props, or any other items belonging to the facility.
10. **Load-In/Out:** Set and scenery should arrive ready to hang and/or set up. Any use of the scenic shop, etc. for set building shall be conducted under the supervision of the AD and invoiced accordingly. Set removal must occur immediately after the final performance; or may be scheduled later at the discretion of the AD. Items may not be stored in the scene shop without prior approval from the AD.
11. **Food/Beverage:** No food or beverages of any kind are allowed in either venue, whether on stage, the house, or other areas as designated by the AD. An eating area, defined by the AD, may be provided to feed cast/crew/participants if food is to be served back stage.
12. **Expendable Materials:** No district-owned expendable materials, supplies, or equipment shall be used or borrowed unless specifically named within the scope of this contract. Expendable materials, supplies, or equipment include, but are not limited to: paper and other office supplies, musical instruments and stands, makeup, tools, lighting gels, theatrical lamps, tape, lumber, and recording media.
13. **Seating Provisions:** Under no circumstances shall the number of individuals in the house exceed the total number of physical seats in the rented venue. In order to be allowed entrance to an event, any person, regardless of age, must occupy a seat. No one shall sit or stand in the aisles, obstruct exits, or otherwise violate state and/or local fire codes. During rehearsals, the seating area shall be restricted to individuals directly connected to the production. Late arrivals shall be seated at the discretion of the Front of House Staff. Except by previous arrangement with the AD, only performers and production staff are to be allowed in any and all backstage areas.
14. **Stage Policies:** The stages may not be painted. No screws, nails, stage screws, staples, etc., are permitted. Nothing is to be attached to the floors, curtains, or walls of either stage or house. All wagons and similar scenic devices must have castors, skids, or gliders approved by the AD. All deck level cabling must be secured with cable protectors / gaffer's tape. Only gaffer's tape (and gaffer's spike tape) may be used and must be fully removed at the end of the rental period.

**All of these guidelines/regulations shall be incorporated by reference in the contract agreed to and signed by the Lessee.**

**Hudsonville Public Schools**

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