



Hutchins Memorial Auditorium FACILITY RENTAL POLICIES

SECTION 1. DEFINITIONS

The following words and phrases shall have the meanings given herein.

- A. **Facility** shall mean the Hutchins Memorial Auditorium.
- B. **Rental** shall mean the written permission issued to an applicant by management of the facility, under the authority and conditions as herein provided, and shall mean and include any amendment or supplement to such.
- C. **Renter** shall include any person, association, organization, partnership, business, school, company or corporation who is granted a rental to use a facility.
- D. **Management** shall mean the facility director or his or her duly authorized assistant.
- E. **Event** shall mean any show, sporting event, meeting, party, dance or other event held at the facility.

SECTION 2. RENTAL CONTRACT

- A. Rental contracts for the use of the facility or any part of the facility thereof shall be issued by management on printed forms, which have been signed, by management. Management may require the rental applicant to provide any information necessary to determine facilities, arrangements and any special services necessary for the proper management of any event scheduled in the facility. Management may require such information be set forth in writing prior to the issuance of a rental contract or at such time before the coordination of the event, as may be deemed necessary. No person may use the facility without first having obtained a rental contract in writing from management. No verbal contracts for the use of the facility or any part of facility thereof shall be binding upon management or upon the City of Ponca City.
- B. The renter shall pay all rentals for the use of the facility prior to the occupancy of the facility. A signed contract and one half of the rental fee guarantees the rental space and date. Balance of the rental fee is due thirty (30) days prior to the event. Failure to meet this deadline may result in the cancellation of the rental contract. Any fee of \$100 or less is due in full at booking. Refundable deposits of \$200.00 are due ten (10) days prior to the event.
- C. Refund of damage deposit is contingent upon:
 - No contract violations.
 - **Appropriate cleanup with trash removed and placed in dumpsters.**

- No damage to facilities.
 - Every renter shall further agree to pay for any and all damage to the facility and damage to or loss of any of the property or equipment of the facility or any other City property, resulting either directly or indirectly, from such occupancy or use of the facility, by or through the negligence or other acts of the renter, his agents and employees or any person or persons participating in or attending the event with or during the use and occupancy.
- D. Rental fees cover the event and up to **4 hours** of set up time prior to the event. The numbers of hours available for set up time are based upon the type of event. Set up time must be approved and scheduled by management.
- E. If for any reason the renter cancels or fails to hold a scheduled event, without notifying or receiving the written approval of management, or renter fails to make necessary payments as provided herein, all money previously paid by the renter as a rental may be retained by the City of Ponca City as liquidated damages.
- Cancellation by Renter 90 days prior to event - 100% refund of payment.
 - Cancellation by Renter 60 days prior to event – 50% refund of payment.
 - Cancellation by Renter 59 days or less of event – no refund
- F. Reservations may be made up to one year in advance.
- G. All monies received as rental for the facility shall be paid over and deposited by management to the City of Ponca City Finance Department.
- H. Management is authorized to contract for the rental of the facility on behalf of the City of Ponca City, subject to the provisions herein. The City of Ponca City may cancel the contract of any person or organization as to the use of any portion of the facility when such person or organization, in the opinion of management or the City Manager, is not acting in the best public interest.
- I. Management reserves the right to refuse to schedule any event that for any reason is not in the best interest of the facility.

SECTION 3. ADDITIONAL INSURED MAY BE REQUIRED

Management may, at his or her discretion, require any person applying for a contract to use the facility, to name the City as an additional insured on event liability insurance.

SECTION 4. SERVICE FURNISHED BY THE CITY OF PONCA CITY

Rental of the inside facility shall include normal heat, light, water, air conditioning, tables and chairs, and building and cleaning maintenance, but shall not entitle the renter to any personnel service in connection with the event for which the contract is granted; provided, however, that management may, at his or her discretion, furnish, at no extra cost to the renter, the services of those employees of the City who are regularly employed as a part of the facility staff.

SECTION 5. FACILITY AVAILABILITY AND CAPACITY LIMITS

Hutchins Memorial Auditorium

Auditorium – includes front lobby and stage

East and West side bleachers – 1200 chair back seats

Auditorium floor – 400 chairs, theater style

420 people, banquet style at tables

A Steinway grand piano is available on the stage.

Meeting Rooms

Otoe Room – 100 chairs, theater style; 48 seated at tables

Osage Room – 100 chairs, theater style; 48 seated at tables

Ponca Room – 120 chairs, theater style; 56 seated at tables

Kaw Room – 65 chairs, theater style

Concession Stand

Renter provides all food and beverage items, coffeepots, and serving items (cups, plates, etc.).

Events must close at 10:30 Sunday -Thursday, 11:30 Friday and Saturday, including bands, disk jockeys and bars.

**All event guest must be out of the building by 11:00 p.m., Sunday – Thursday
Midnight, Friday and Saturday**

SECTION 6. FOOD SERVICE

- A. All food brought into the facility must be ready to serve. Renter selects and pays for catering. Work areas are available for final preparation, but no cooking is allowed in the facility. **Renter is responsible for seeing that all trash from food and alcohol is removed from the facility and placed in the trash dumpsters** and any decorations or equipment are removed from the facility at the end of the event. Red wines or red fruit punch are not allowed.

SECTION 7. PERMITS AND LICENSES

- A. It is the renter's responsibility to secure any and all licenses and/or permits which may be required by law for the lawful conduct of any activities which he intends to conduct in the facilities.
Permits and/or licenses are required when:
There is a cash bar
Drinks are included in the price of the ticket
The event is open to the public rented.
- B. All renters, their guests, agents and employees are responsible for complying with State of Oklahoma and Kay County liquor laws.

SECTION 8. GENERAL TERMS AND CONDITIONS

- A. All renters and their guests, agents and employees shall at all times conform to all rules and regulations for the use and occupancy of and operations in the facility, as adopted, issued or ordained, from time to time, by the City of Ponca City. Any violation of such rules and regulations by any of the persons mentioned in this section shall, at the discretion of management, subject such person or persons to immediate expulsion from the facility and the forfeiture of all rents under the rental for the full term thereof.
- B. **No smoking** and no animals allowed anywhere in the facility.
- C. **One or more security guards may be required for an event.** Management schedules the guard(s) and the renter pays the guard directly at the close of the event. The security guard will remain on duty until the premises are vacated.
- D. All renters and their guests, agents and employees shall at all times strictly comply with and abide by all federal, state and municipal laws and ordinances applying to or affecting the use and occupancy of the facility.
- E. Management and other duly authorized representatives of the city shall have the right to enter any part of the facility at any time during occupancy.
- F. Any equipment or property of the renter remaining on the leased premises for more than ten (10) days after the expiration of the rental may be deemed abandoned and may be disposed of by management as is deemed advisable and as authorized by law.
- G. Management must approve the use and location of any decorations, exhibits, equipment or supplies to be used for the event. No tape, staples, etc. may be used to affix decorations, exhibits, or signs to any walls, doors, or other parts of the facility. Balloons and candles are not allowed.
- H. Only staff is allowed to move furnishings within the facility.
- I. No renter may authorize the use of or transportation of any equipment, furnishing or other article that is the inventoried property of the City of Ponca City to any place or places outside the immediate confines of the facility.
- J. The City of Ponca City reserves the right to maintain and control parking on City-owned property on and about the facility, either by direct operation under the supervision of management or through a contract for private operation thereof.