

Use Policy for Waynesboro City Auditorium

The Waynesboro City Auditorium is located in Waynesboro, Mississippi, and has been constructed and maintained by the tax revenue of the citizens and taxpayers of the City of Waynesboro. It is primarily intended for use by the citizens of the City of Waynesboro and Wayne County; however, other entities and persons may be allowed use of the facility.

The following policies, procedures and rules have been adopted for the purpose of placing reasonable restrictions on the use of the Waynesboro City Auditorium. It is appropriate and necessary that all persons, entities and organizations using the Waynesboro City Auditorium adhere to the following policies, procedures and rules.

I. PROPER AND IMPROPER USE

The Waynesboro City Auditorium may be used for the following purposes:

Proper uses:

- Birthday Celebrations**
- Bridal and Baby Showers**
- Weddings**
- Receptions**
- Anniversary Celebrations**
- Family or School Reunions**
- Activities sponsored by other governmental agencies**
- Trade Shows**
- Consumer Shows**
- Community information meeting held by Federal, State or Local Public Officials**
- Civic and Community Groups**
- Proms**
- Commercial Functions**
- Reunions**
- Religious Functions**
- Political Rallies**
- Any other use approved by the governing authorities of the City of Waynesboro.**

The Waynesboro City Auditorium may not be used for the following purposes:

Improper uses:

- Gambling or other illegal activities**
- Activities that would provide or permit the use of alcohol or drugs**
- Activities that might endanger the lives and safety of others or damage facility**
- Activities or events that are deemed detrimental to the overall good of the community**
- Activities or events by individuals or entities who have previously rented the auditorium and failed to abide by usage rules or held an event that endangered the lives and safety of others**

Applicant/Renter

II. RENTAL RATES AND CLEANING DEPOSIT

1. Private or Commercial Events:

Rental Fees:	Small Side Section	\$200.00 a day
	Large Side Section	\$300.00 a day
	Both Sides Section	\$450.00 a day

Cleaning and Security Deposit:	Small Side Section	\$100.00
	Large Side Section	\$150.00
	Both Sides Section	\$200.00

Multiple day rental (up to 4 consecutive days) shall pay the full rental fee for the first day and every day thereafter will be charged at fifty percent (50%) of the first day rental fee.

The cleaning/security deposit will be refunded after the city personnel have checked to see if the building has been cleaned according to the rules contained herein and that no damage has occurred to the auditorium or contents. If inspection is approved, the cleaning/security deposit will be refunded.

A Community, Civic, or Non-Profit Event for which a charge or admission is made for the public to participate (**whether by a entry fee, ticket fee or any other method**) falls under this category as well, and shall have to pay the above fees to rent the auditorium.

If the auditorium is rented in sections (small side section or large side section) no admittance or entry is allowed from one side to the other.

2. Non-Profit, Community, Civic Events:

The governing authorities may allow a non-profit, community or civic organizations to use the auditorium at no rental charge; however, it would need to be approved by the governing authorities (Mayor and Board of Aldermen) at a city board meeting.

A non-profit, community or civic event is one that is of a general community or civic interest that is open to the public without any charge. Whether a particular program or organization is encompassed within these sections is a factual determination will be made by the governing authorities. To be considered as a non-profit organization use at no charge, a copy of the 501(c) documentation must be provided to the City of Waynesboro, Mississippi, at the time of reservation.

A non-profit, community or civic event for which a charge for admission is made for the public to participate or enter the auditorium (whether by a ticket, attendance fee, registration/membership fee) shall not be able to use the auditorium at no charge and would be required to pay the same rental rate as a private or commercial event.

That should the governing authorities vote to allow rental of the City Auditorium for a non-profit, community or civic event under this subsection, a cleaning/security deposit will still be required.

3. Governmental Use

City, School, County, State and Federal governmental authorities may be able to use the City Auditorium for a reduced fee or at no charge. Such fee shall be at the discretion of the governing authorities of the City of Waynesboro.

III. RENTAL PROCEDURE

Any one wanting to rent the City Auditorium must come to City Hall and complete an application and all required paperwork or documentation. No reservation will be made until such time as the rental fee and deposit are paid along with a certificate of insurance, if required.

The key to the auditorium can be picked up at the Waynesboro City Hall. There will be a charge of \$75.00 if the building key is not returned.

If your rental day is on a Saturday or Sunday be sure obtain the key from City Hall by 4:30 p.m. on Friday.

All applicants or renters, shall sign a User Agreement and shall also be bound to follow the policies contained herein.

IV. HOURS OF USE

There will be a 24 hour rental period per day from 8:00 a.m. (day of rental) until 8:00 a.m. the following day at which time the premises shall be completely cleaned according to the policy contained herein and the key returned to City Hall.

Rental times include set-up, take down and clean up.

All events or activities shall end no later than 12:00 a.m. (Midnight). Only limited personnel (not to exceed 20 people) who are assisting in the clean up of the premises may stay after midnight; however, all individuals must vacate the premises no later than 1:00 a.m., but may return at 5:00 a.m. to finish any and all clean up.

Applicant/Renter

If the Lessee or any patrons attending the event fails to end the event by 12:00 a.m. and/or vacate the premises at times specified above, then in that event there shall be a penalty assessed of \$5.00 for each minute thereafter until the event ends and/or until the premises is vacated in accordance with the above specified rules.

V. RENTAL PAYMENTS ARE NON-REFUNDABLE

All rental fees are non-refundable.

Following the scheduled event, the cleaning/security deposit will be refunded once a determination has been made that the facility and grounds have been properly cleaned and there are no damages to the City Auditorium and contents.

VI. INSURANCE

All events which charge admission by any method (entry fee, tickets) or which shall or have a band, a D.J., or allow dancing must obtain insurance and provide a certificate of insurance for comprehensive general liability in the amount of \$1,000,000.00 and property damage insurance in the amount of \$1,000,000.00. The following must be added to the insurance policy as additional insureds: The City of Waynesboro, its employees, Mayor and Board of Aldermen.

VII. SECURITY

Security personnel are required at any event which charges admission by any method (entry fee, tickets) or which shall have a band, or which shall have a D.J. or which shall allow dancing or which shall have more than 150 people in attendance. If more than 150 are expected and/or allowed to enter the premises, then more than one (1) security person is required. The number of required security personnel will be determined at the time of reserving the event and this expense is the sole responsibility of the renter. The security personnel shall be a Mississippi certified law enforcement officer who is an off duty active employee of the City of Waynesboro Police Department or of the Wayne County Sheriff's Department. The name and contact information of the security personnel shall be provided within ten (10) days of applying for use of the auditorium.

That any event or activity at which more than 150 people shall be admitted and/or expected shall require security personnel regardless of the renter and/or type of event.

VIII. SMOKING, ALCOHOL, DRUGS AND WEAPONS

No alcoholic beverages are allowed at the Waynesboro City Auditorium.

No smoking or illegal drugs are allowed at the Waynesboro City Auditorium.

That unless carried by a Mississippi certified law enforcement officer or specifically authorized under Mississippi Law, no weapons or guns shall be allowed in the City Auditorium or on the outside grounds.

IX. OCCUPANCY LOAD

The City of Waynesboro building code requires that facility not exceed its occupancy level in order to insure the safety of those present in case of a fire. See the chart attached hereto as Exhibit "A" for the occupancy level.

If a group, organization or individual does not comply with occupancy load policy, the function will be shut down by security. Additionally, the chance of renting the facility again will be jeopardized.

Chairs and tables shall not be set up so as to hamper access to doors and exits.

X. DECORATIONS

- a. Decorating and set up shall be done during the period of the time reserved.
- b. Confetti and glitter are not allowed on tables or floors. Glitter spray and silly string are not allowed in facility or on grounds. Smoke machines and fog machines are not allowed in facility.
- c. No candles are allowed inside or outside the facility.
- d. Fireworks and Pyrotechnics are not allowed in or outside facility.
- e. No nails, screws, bolts, staples, glue or tape will be used in or on the doors, windows, curtains or drapes.

XI. FACILITY CLEANUP RESPONSIBILITIES

- a. The City Auditorium will be cleaned in the manor that it was rented.
- b. Chairs and tables shall be stacked and put up (please stack the fiberglass tables together).
- c. Remove all decorations, banners, flowers, flower petals, and any other material used during the event or activity.
- d. The kitchen must be completely cleaned. This includes counter tops, stove, oven,

serving bar, island tables, microwave, sinks, refrigerator, freezer and floor. No food items should be left in the refrigerator.

- e. The stove in the kitchen is for warming purposes only. If the stove is used, do not allow food to boil over. This could result in deposit being forfeited.
- f. Wipe tables and dust chair seat.
- g. In restrooms, flush all toilets, pick up trash on floor, empty trash cans.
- h. Sweep all floors including restrooms and kitchen.
- I. Mop the entire area that was rented including restrooms and foyer. Do not spot mop.
- j. Empty all garbage cans in the facility including restrooms, kitchen, etc.
- k. Place garbage bags in the trash dumpster.
- l. Replace all bags in the garbage cans.
- m. Pick up trash and debris left on the grounds.
- n. Make sure the facility and grounds are in the same order as when you arrived, this includes the parking lot, entrance, foyer, hall, main area, bathrooms, kitchen, back parking lot and grounds.

XII. LOST ITEMS OR DAMAGES

The City of Waynesboro is not responsible for any lost or damaged items or injury related to any rental or reservation on the City Auditorium premises. The applicant agrees to hereby expressly release, indemnification, and hold harmless, the City of Waynesboro from all claims for such loss, damages, or injury whatsoever as may be sustained or claimed by any person using the facilities during such rentals.

It is understood that the City of Waynesboro assumes no responsibility for any property placed in the facility in connection with an event; and the City of Waynesboro is hereby expressly released and discharged from any and all liability for any loss, injury or damage to persons or property sustained as a result of an event or meeting.

In consideration of the use of the City Auditorium, each person, group or organization agrees that it will pay for all damages to any property resulting, directly or indirectly, from the rental of the Auditorium.

Applicant/Renter

XIII. HOLD HARMLESS AND INDEMNIFICATION

Lessee accepts the premises in its present condition. The City of Waynesboro shall not be liable to the Lessee for any personal injury and/or property damage that occurs in or about the leased facilities in the absence of the City of Waynesboro's gross negligence.

Lessee shall indemnify and hold the City of Waynesboro harmless from any/and all liabilities, claims and judgments, including costs and attorney's fees and expenses relating thereto, for personal injury to and/or death of any person, and for loss or damage to any property which arises out of, or is in any way connected with Lessee's use of the facilities, including any personal injury, death, and/or loss of or damage to property.

XIV. OTHER GENERAL RULES

- a. There shall be at least five (5) responsible adult chaperones at any youth function. The names of the chaperones shall be submitted to the City of Waynesboro at the time of rental fee payment. In addition, there shall be one (1) responsible adult (at least 21 years old) for every 10 children to supervise any activities involving minors.
- b. Barbeques, fish fries, crawfish or shrimp boils are to be done outside at a safe distance away from the City Auditorium building. The location of such cooking equipment should first have to be approved by the Waynesboro Fire Department.
- c. No hot items are to be placed on fiberglass tables.
- d. Any damage to the auditorium or property located therein can result in forfeiture of cleaning/security deposit and additional fees, charges and assessments..
- e. Violation of any of these rules and regulations pertaining to the use of the City Auditorium may result in forfeiture of the cleaning/security deposit, and the use of this facility may be denied for future requests.
- f. Under no circumstances shall equipment, chairs, tables, etc. be removed from the City Auditorium.
- g. Rice may not be used for wedding receptions or any other type of function; however, bird seed may be used outside only.
- h. Allow 2 to 4 weeks for refund of any required deposits, which will be mailed to the name and address listed to the name on the application or picked up by the applicant at City Hall.

- i. If the entire deposit is used to pay for fees for various damages, the city reserves the right to bill the renter for additional fees if required.
- j. The City of Waynesboro is not responsible for the setting-up of tables and chairs. Proper caution must be exercised in setting-up and during an event to ensure that furniture and/or floor is not damaged.
- k. The Lessee is fully responsible for the behavior of all guests.
- l. Lessee's rights here under are not assignable and Lessee shall not be entitled to sub-lease any portion of the auditorium. The Lessee shall be responsible and pay for any and all damages to the facility as a result of their event.
- m. The Lessee is required to maintain and keep the premises in a reasonable safe condition for the use as allowed herein.
- n. No tobacco products are allowed in or on the City Auditorium.
- o. The Lessee shall not permit disruptive or lewd behavior or illegal acts to be committed at the City Auditorium.
- p. Any applicant granted use of the City Auditorium may not assign his/her rental time to another group or organization.
- q. Lessee is responsible for the cost and repair or replacement of any of the property contained at the auditorium (buildings, grounds, contents or equipment) which is damaged or destroyed by the Lessee or anyone attending the function during an event. The costs of such repair/replacement shall be in sole discretion of the City and shall be deducted from the deposit.
- r. Any damage to the City Auditorium or property located therein must be immediately reported to City Hall.
- s. No property within the auditorium is to be removed from the premises.
- t. The terms "renter", "Lessee", "applicant" that is used in this policy refers to the individual and entity (if applicable) who reserved and rented the auditorium.
- u. The Lessee and all patrons shall observe and obey all laws, ordinances, regulations and rules of the Municipality, State and Federal government.

- v. The Lessee shall not admit into the premises more than the number of people estimated on the application. For example, if 100 people are identified on the application to attend the event, then no more than 100 people may be allowed to enter the premises.

XV. RESPONSIBILITIES

Organizations or individuals who rent the auditorium will be responsible and accountable for the following:

- a. Being a bona fide member of the program, group or organization using the facility and must be personally present during the entire course of the event or meeting.
- b. Accepting sole responsibility for any and all damages that may occur to the City Auditorium by the program, group or organization using the facility.
- c. Abiding by all policies, procedures and rules of the City Auditorium and/or the City of Waynesboro as directed and presented by the instructions that will be provided with the rental permit.
- d. Maintaining and cleaning the facility and grounds following the event. It will be the sole responsibility of the person(s) renting the auditorium to make sure this is done.
- e. Failure to properly clean the facility and grounds in an acceptable manner, or failure to abide by all policies, procedures and rules established by the City of Waynesboro, may result in the loss of the cleaning of the deposit and may also result in the loss of future privileges to the City Auditorium.

XVI. EMERGENCY SITUATIONS

An Emergency situation is one that results from a natural calamity (i.e. Civil Defense Emergencies, etc.) or other situations where the auditorium may be needed for the protection or the health, safety and welfare of the citizens of Waynesboro. The auditorium may be used free of charge in emergency situations when permission is granted by the Mayor or a member of the Board of Aldermen.

In the event of a declared emergency, use of the auditorium may be required as an emergency shelter or facility. If necessary, contracted events may be cancelled or rescheduled at the sole discretion of the City to accommodate emergency situations.

I _____, hereby acknowledge that I have read, understood and will abide by all rules, policies and procedures contained in the Use Policy for Waynesboro City Auditorium.

Signature of Applicant /Renter: _____

Date: _____

Applicant/Renter