

Policies and Guidelines for Rental of Wenonah Park

The State Theatre operates Wenonah Park in Bay City, Michigan, as outlined in a written Agreement between the City of Bay City and The State Theatre. The State Theatre is responsible for:

- Approving requests for Park rental & scheduling those events. The Park will not be rented during the River Roar, Tall Ships Festival, or the Fourth of July festivities.
- Assisting renters with securing services and facilities they may need during their Park rental.
- Ensuring City of Bay City's Code of Ordinances and Park Rules are enforced during the rental period.

Wenonah Park is a Park owned by the City of Bay City. Thus, it is subject to the City of Bay City Code of Ordinances and Park Rules. Renters are responsible for knowing and adhering to these Ordinances and Park Rules during their Park rental. You are strongly advised to obtain current copies of these documents from the City's Parks & Recreation Department (894-8313) or the City Clerk's office (894-8168). The Code of Ordinances is available for viewing on the City's website, www.baycitymi.org

Renting Wenonah Park requires filing a written Application with The State Theatre. Your application must be filed a minimum of 60 days prior to your event date. The Application will be reviewed and responded to within a maximum of 14 days from the date of receipt. Please review the following Guidelines prior to completing your Application to rent Wenonah Park. Depending on the size of your event, the facilities and services you will need, the expected crowd size, and whether or not alcohol will be served, you may be required to file a Special Events Permit Application with the City of Bay City. The Special Events Permit Application is an entirely separate procedure and must occur after your application is filed with The State Theatre. It is your responsibility to file the application if The State Theatre deems necessary. That Permit Application may take several weeks to process. Therefore, you are strongly advised to plan well in advance of your event date when applying to rent Wenonah Park.

General

- Hours of use will be strictly enforced and any additional hours incurred will be charged to Renter.
- Renters are responsible for securing their own rain site for their event. Should it be necessary to utilize your rain site, you will be charged by The State Theatre in preparation for you to hold your event in Wenonah Park. You will be charged a minimum of \$50 or actual expenses, whichever is greater. The State Theatre is not responsible for the return of any fees or loss of revenue if an event is cancelled or proved to be unsuccessful as a result of weather.
- The State Theatre shall not assume responsibility for the damage, loss, or theft of any merchandise, articles, or equipment left at Wenonah Park, or inside the World Friendship Shell before or after your event.
- Displays and/or decorations may not be applied to the buildings or trees. Renter shall not use rice, confetti, glitter, pyrotechnics, explosives, or smoke machines. All candles must be enclosed in glass.
- The Renter is responsible to acquire any materials needed for their event such as tents, chairs, etc. Cost for these items is the responsibility of the Renter.
- If a tent is to be erected in the lawn areas of the Park – utility stakes are required. Renter is responsible to contact MISS DIG (1-800-482-7171) for this service. Please allow ample time for the utility stakes to be placed.
- If fencing around the Park is required, a Special Events Permit must be filed with the City of Bay City. The Renter is responsible for transport of the fencing, set up, tear down, and for returning the fencing to the storage facility.

- Should The State Theatre receive applications for two separate events for the same timeframe, and it seems possible to hold both events in the Park without interfering with one another, representatives of both events will be consulted and must agree (as part of their written Contract) to each other's occurrence before The State Theatre makes such arrangements.
- Wenonah Park is a public City park. For some events, it may be reasonable to expect that citizens will enter the Park during your event.
- Vehicles on the grass are strictly prohibited due to the underground sprinkler system and damage to the grass. Vehicles are prohibited from driving or parking on the catch basin located on the water front (The sidewalk areas sit on top on a catch basin that is not able to support weight loads).

Shell & Stage

- Renter will be responsible for labor costs of the Technical Crew. You will be provided with an estimate of such costs when The State Theatre responds to your Application.
- Renter must communicate directly with our Technical Director regarding any needs for technical equipment at the World Friendship Shell. Such arrangements must be made with our Technical Director prior to any Contract being developed and signed by The State Theatre. Should your technical needs change after signing the Contract, we cannot guarantee that we will be able to accommodate those changes.
- At its own cost, Renter is allowed to use its own equipment, but only upon the express approval of the Technical Director so as to insure that said equipment is compatible with the equipment already installed at the Shell. If Renter provides its own sound equipment or load-in helpers, they will operate subject to the approval of the Technical Director.
- Should Renter require the Shell to be vacated of The State Theatre equipment and supplies (for example, if you are bringing in your own sound equipment), the Renter will be responsible for the cost of labor, truck rental, storage, etc. incurred for the removal of such equipment and its return to the Shell.
- Renter must obtain approval to use other outside equipment such as lighting equipment, props, banners, laser equipment, etc. before the event.
- The stage and Shell, as well as the surrounding premises and facilities, shall at all times remain under the control of The State Theatre. The State Theatre shall at all times have a right to enter the premises.

Clean-Up

- Renter is responsible for placing litter in receptacles, and clean-up of the Park and the Shell. Renter will clean and vacate the premises within twelve (12) hours of the conclusion of the event.
- Any damage incurred to the Park or Shell facility or excessive cleanup required will be the responsibility of the renting party, and a cleanup/repair fee will be charged to Renter.

Security

- The State Theatre reserves the right to require extra security for selected activities at the Renter's expense.
- Representatives of The State Theatre have the right to require anyone, who in their sole judgment they believe to be in violation of State statute, City Ordinances and Park Rules, or in violation of the terms of the rental agreement, to immediately vacate the premises.

Insurance

- Prior to the event, the Renter must provide proof of liability insurance in the amount of Two Million and 00/100 (\$2,000,000) Dollars. This policy will be primary coverage for both The State Theatre and the City of Bay City in the event that any claim is asserted against either The State Theatre, the City or both with

respect to any incident occurring in conjunction with the event. The State Theatre and the City of Bay City shall be named co-insured on the event policy. The cost of this policy is the responsibility of the Renter.

Other facilities

- Restroom facilities are located in the Park. In completing your application, be sure to indicate whether you will need restroom facilities, as The State Theatre staff will be responsible for actually opening and closing the restrooms for your event. These facilities are somewhat limited and, for large events, are often inadequate. If you are hosting a large event, you will be required to rent the appropriate number of porta-johns.
- Electrical outlets are available only in selected areas of the Park. Should you need access to electricity, be sure to inquire where the outlets are located prior to your event. You are expected to exercise reasonable caution when plugging multiple appliances into power sources.
- The State Theatre is not responsible should the City of Bay City find it necessary to charge your event for excessive use of City services, such as electricity, water, police protection, lights, park personnel, etc.

Rental Fees:

Non-profit groups are limited to churches, and organizations that hold 501 (C) 3 status of the US Internal Revenue Code. You will be asked to provide proof of your non-profit status.

Limited Rental: Defined as use of either all of Wenonah Park, (plaza, grass areas, tree walks) or the World Friendship Shell stage for no more than three (3) hours.

- Non-Profit rental fee: \$ 300
- For-Profit rental fee: \$ 600

Partial Rental: Defined as use of either all of Wenonah Park, (plaza, grass areas, tree walks) or the World Friendship Shell stage for no more than eight (8) hours.

- Non-Profit rental fee: \$ 800
- For-Profit rental fee: \$ 1,600

Full-Use Rental: Defined as use of either all of Wenonah Park, (plaza, grass areas, tree walks) or the World Friendship Shell stage for no more than fifteen (15) hours.

- Non-Profit rental fee: \$ 1,500
- For-Profit rental fee: \$ 3,000

Above rates do not include any additional fees for The State Theatre sound technicians & sound system equipment rental.

Rate for The State Theatre equipment rental (requires The State Theatre Technical Crew – outside Technical Crews will not be allowed to use The State Theatre owned sound/light equipment).

- Plus 1-3 person crew is \$60.00/hr.
- Plus 4 person crew \$70.00/hr.

Crew size to be determined by The State Theatre Technical Director based on event. Rental of additional equipment not owned by The State Theatre is responsibility of renter.

If you wish to gain access to the inside of the Band Shell building, and do not wish to use The State Theatre's technical crew/equipment, a fee of \$20/hr. will be assessed to have a The State Theatre employee present. The State Theatre has expensive equipment inside the building that requires employee supervision.

Weddings:

- The wedding rental fee is \$50.00. The State Theatre does not provide services for wedding ceremonies. Please keep in mind Wenonah Park is a public park, and there may be other people in the park not affiliated with your wedding event. The Renter assumes all responsibilities for set up and clean up. The \$50.00 wedding fee gets your event listed on our website www.statetheatrebaycity.org and ensures we will not book another event during the time of your ceremony.

Deposit

- A deposit of 50 % of the rental fee and 100 % of any additional costs charged Renter (for technical crew, etc.) is due at the time the Contract is approved by The State Theatre. The rental fee deposit is non-refundable. Please make checks payable to The State Theatre.
- Seven (7) days prior to the event, full payment of all remaining fees is required. Include a copy of the City of Bay City Special Events Permit, and insurance certificate (if required) for your event.
- If there are any damages, unexpected expenses, etc., associated with the event the renting organization agrees to be responsible for paying such fees. The State Theatre reserves the right to modify the terms of the policies and guidelines, and any resulting Contract, when deemed as necessary.

By signing a Contract with The State Theatre to use Wenonah Park for your event, you are agreeing to comply with the City of Bay City's current Ordinances, Policies, and Rules & Regulations.

Please sign and date below, and return to: **The State Theatre**
913 Washington Ave.,
Bay City MI 48708,
989-892-2660, FAX 989-892-2248.

I have read and understand the above Policies & Guidelines for Rental of Wenonah Park and agree to adhere to said policies & guidelines.

Make sure you retain the copy of this packet for your own use.

Renting Organization: _____

Activity to be held in the Park _____

Authorized Signature/Date: _____

Date Park is to be rented: _____

Time the park is to be rented (start and finish): _____