I. **Scheduling of the Mineral Area College (MAC) Theater**

a. Groups or individuals requesting use of the MAC Theater will complete and submit the application and required documents to the Theater Coordinator at least four weeks in advance of the requested date of facility use. This application must be accompanied by a security deposit check of $200 made payable to Mineral Area College. This security deposit will be applied to total fees if no damage occurs. The balance of the fees will be due fourteen (14) days prior to facility use. The Theater Coordinator will notify applicants regarding approval of facility usage. The Theater facility calendar will serve as the official reservation list of the Theater; the calendar will be maintained by the Theater Coordinator. MAC reserves the right to waive all, or part, of the fees at its discretion.

b. Groups or individuals utilizing the Theater agree to be responsible for the supervision of the event, for the conduct of the parties present, for any damages which may result to said property, and for the observance of all regulations governing the use of the facility.

c. All MAC use of the Theater must be approved and scheduled by the Theater Coordinator.

d. Priority for Theater usage will be given to Mineral Area College’s educational and/or activity programs and then to the Mineral Area Council on the Arts programs and activities.

e. In the case of severe weather, cancellations will be determined by the Mineral Area College Administration.

f. All programs and performances in the Theater must conclude by 11:00 PM. No admittance before 6:00 AM.

g. On days when school is in session, the building will not be available for use until 3:30.
h. Parties signing the application for usage must assume full responsibility for the conduct of the persons whom they admit for any infraction of regulations and agree to pay the cost of any damage caused by them or their patrons during the period of their use of the building. Cancellation of the reserved dates must be made at least thirty (30) days in advance of the reserved date, or the deposit will be forfeited. MAC reserves the right to cancel any arrangements for use of its facilities.

II. Rules and Regulations of the Theater

a. NO ONE MAY USE THE THEATER WITHOUT THE DIRECT SUPERVISION OF THE PROPERLY TRAINED THEATER STAFF MEMBERS.

b. The Theater will be kept locked at all times except when in use. Locked interior areas will include the auditorium, projection room, concession areas, box office, and all storage areas. These areas are only to be opened by Theater staff.

c. Light and sound equipment may not leave the building for any reason.

d. Theater equipment (lights, sound, rigging, curtains, screen, projection equipment, etc.) may be operated only by persons trained and/or approved by Theater staff. No equipment may be brought into the theatre without the prior approval of the Theater Coordinator. No equipment may be connected to the theatre’s light, sound, or projection systems.

e. Nothing is to be attached to the stage floor, walls or any other fixture by tape, staples or any other means without prior approval of the Theater Coordinator.

f. No unauthorized person may be in the projection room or in the sound control area.

g. No food or drink of any kind is permitted in the house of the Theater or on the stage (except as part of the performance). No food or liquid of any kind is permitted in the projection room or in the sound control area. Food and drink are allowed in the Green Room area.

h. Absolutely no smoking or any alcoholic beverages are allowed on the college premises. No smoking or alcoholic beverages are allowed in the
auditorium, back stage, prop storage areas, or Green Room or any other part of the Theater at any time.
i. Only the lobby doors of the Theater are to be used for entrance and exit for audiences.
j. No activity will be permitted that might endanger the building or the persons attending.
k. The use of profane language or gambling in any form is not permitted in the Theater, unless as part of the production.

INSURANCE REQUIREMENTS:

The renting group will secure and furnish to Mineral Area College fifteen days prior to the event commencement, a Certificate of Insurance, providing liability and property insurance of not less than $2,000,000 per occurrence for the applicant during the period of time they will be using the facility. The certificate will name Mineral Area College as an additional insured under said policy. Certificate of Insurance must be attached to the Rental Application.

The renting group agrees to indemnify, defend and hold harmless Mineral Area College, its Board of Trustees, administrators, employees, agents, and volunteers from any and all claims, suits, actions and liability arising or alleged to arise out of injuries or damages sustained by any person as a result of the use of the facility under this Agreement, not withstanding the negligence of the institution, its Board of Trustees, administrators, employees, agents, and volunteers.
MINERAL AREA COLLEGE
WAIVER, RELEASE, AND AGREEMENT TO INDEMNIFY AND HOLD HARMLESS

The undersigned hereby acknowledges that Mineral Area College does not carry medical pay coverage for its premises or vehicles. The undersigned further acknowledges that the activity listed herein may result in personal injuries to the participants. The undersigned further acknowledges that the activity is outside the direct supervision of Mineral Area College. Accordingly, the undersigned hereby assumes the risk of any injuries resulting from the activity herein listed.

We, ____________________________________________________________,

(Organization/Group Name)
agree to protect, indemnify, save and keep harmless, the Mineral Area College and its Board of Trustees, administrators, teachers, employees, agents, and volunteers against and from any and all loss, cost, expense and/or liability for damage, injury or death, or any claim based upon negligence on the part of the college or any of its board members, administrators, teachers, employee, volunteers, or agents arising out of or related to our use of the facility for the purpose of

___________________________________ on this date(s)____________________.

In the event any person not a party to this agreement makes any claim or files any lawsuit against the college, its Board of Trustees, administrators, teachers, employees, volunteers, or agents relating to the participation in the event mentioned above, the undersigned agrees to indemnify (that is, reimburse if necessary), defend and hold harmless Mineral Area College, its Board of Trustees, administrators, teachers, employees, volunteers, and agents, from any and all such claims and lawsuits, including the payment of all damages, expenses, costs, and attorney’s fees.

__________________________________________________________________________  ______________________________________________________________________
Signature of Organization Representative/Position                  Date
MINERAL AREA COLLEGE
THEATER USAGE CONTRACT

An agreement between the Board of Trustees, Mineral Area College, herein known as the Board and ______________________________, herein known as the Organization. The Board agrees to permit the use of the Mineral Area College (MAC) Theater by the Organization on ______________________(dates) between the hours of _________ and _______ for the purpose of __________________________.

The public will or will not (circle one) be admitted and admission will or will not (circle one) be charged. The rental fee for the above use of the MAC Theater will be__________. A $200.00 deposit is due with this contract. (See Facility Use Cost Worksheet).

The Organization agrees to assume responsibility for the conduct of people admitted to the building and/or grounds and to pay the cost of any damages to the building, grounds or equipment caused by members of the Organization or of their patrons. The Organization agrees to provide required Certificate of Insurance and sign the Hold Harmless Agreement.

The Organization agrees to assume responsibility for enforcing all the regulations for the use of the MAC Theater as outlined in the Rental Guidelines for the Theater. This agreement is entered into with the understanding that any breach of above terms may result in the organization being denied further use of the building or grounds.

Entered into this _____________ day of _____________________, 20____.

Mineral Area College Organization

BY: _______________________________ BY: _______________________________

Mineral Area College Theater Coordinator Position __________________________
MINERAL AREA COLLEGE THEATER  
FACILITY COST USAGE WORKSHEET  

Group Type: Check One  
_______ A. Mineral Area College (MAC) Sponsored Group: No Charge  
Includes all MAC instructional activities, extra-curricular, and co-curricular activities. Also includes any group whose ultimate profit and income returns to Mineral Area College either directly or in the form of gifts to be used by MAC students.  
_______ B. MAC Taxing District Non-profit/Charitable Activities  
_______ C. MAC Taxing District Civic Organizations  
_______ D. Business and Commercial Groups  

Charges:  
Group B or C: MAC Taxing District Civic Organizations/Non-profit/Charitable Activities  
Minimum Charge—Up to 5 hours (includes $200 deposit) $375.00  
Over 3 hours (____ hours x $125.00) $____  
Stage/Light Technician (______ hours x $35.00) $____  
Projection/Sound Technician (______ hours x $35.00) $____  
Custodian (______ x $25.00) $____  
Ticket Worker (______ x $10.00) $____  
Total Amount Due $____ Less  
Security Deposit (Due with Usage Contract) - $200.00  
Remainder Date (Due 14 days prior to event): ____________ $__________  

Group D: Business and Commercial Groups  
Minimum Charge—1 to 5 hours (includes $200 deposit) $500.00  
Over 3 hours (____ hours x $200.00) $____  
Stage/Light Technician (______ hours x $35.00) $____  
Projection/Sound Technician (______ hours x $35.00) $____  
Custodian (______ x $25.00) $____  
Ticket Worker (______ x $10.00) $____  
Total Amount Due $____ Less  
Security Deposit (Due with Usage Contract) - $200.00  
Remainder Date (Due 14 days prior to event): ____________ $__________
Mineral Area College Theater
Facility Use Request Form

Name of Organization: _______________________________________________________

Address _______________________________________________________________

________________________________________________________________________

Primary Contact Person: _________________________________________________

Title: __________________________________________________________________

Telephone Number: _______________________________________________________

Purpose for which facility is requested: _____________________________________

________________________________________________________________________

Date(s) requested, including rehearsals and performance:

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Admission standards: Ticket Required Invitations Only Open to Public

Stage/Light Technician Needed: Yes No

Projection/Sound Technician Needed: Yes No

Custodians Needed: Yes No Ticket Worker Needed: Yes No

Certificate of Insurance—Check One:

_____ Waived—Group A

_____ Attached—Groups B, C, or D

__________________________________________  __________________________
Signature of Primary Contact Person            Date

Approved By:

__________________________________________  __________________________
Theater Coordinator                           Date

__________________________________________  __________________________
Dean of Student Services                      Date