



121 E. 8<sup>th</sup> Street  
 PO Box 21  
 Hays, KS 67601  
 785.261.1094 | contact@hctks.com

## **HAYS COMMUNITY THEATRE - FACILITY USAGE GUIDELINES**

Hays Community Theatre, as part of its mission to serve the Hays community and surrounding areas, offers its facilities for use by responsible individuals and organizations. The theatre reserves the right to deny or cancel any rental agreement with any individual or group that intends to use theatre facilities to promote or support any activity that contradicts guidelines set forth and mission statement of the Hays Community Theatre.

The Hays Community Theatre facility is available to rent for receptions, meetings, dinners or other events with occupancy of up to **149** persons. This does not include any for-profit events. Any outside fundraising events must be approved by the HCT Board of Directors. Hays Community Theatre scheduled activities will take precedence over any other events.

The following are guidelines to assist in helping your event to run as smoothly as possible. These guidelines are established for your benefit so that the rental, set-up, decorations and clean-up are carried out without any problems. The guidelines are also established to guard against damage to theatre property and ensure a successful event.

<b><u>Rental Fees</u></b>	<b><u>Private/Business</u></b>	<b><u>Non-Profit/Affinity</u></b> <small>(at board discretion)</small>
Hays Community Theatre Space - <b>Full day:</b> Six or more hours, ending at 11:59 p.m.	<b><i>\$350.00</i></b>	
Hays Community Theatre Space - <b>Half day</b> (Up to six hours)	<b><i>\$175.00</i></b>	
Security Deposit	<b><i>\$250.00</i></b>	

\*Use of Hays Community Theatre’s Stage and/or any technical equipment for events requires the presence of a HCT Board Member or Designated Member for the duration of the event.

### **Rental Procedure**

All scheduling must be done through the Hays Community Theatre by calling 785.261.1094 or emailing contact@hctks.com. No contract can be confirmed until a complete Rental Agreement has been submitted, approved, and payment as set forth has been received. Each renter shall pay the full security deposit upon execution of the agreement. The balance of the rental amount shall be paid no later than 30 days prior to the rental date. The security deposit will be returned to the renter within fifteen (15) days after the rental, provided the premises are returned in the same condition as when rented, the renter has abided by the terms of the rental agreement, and all other sums due by the renter have been paid to the theatre.

All rentals shall be on a “first-come, first-serve” basis, and will be accepted up to twelve (12) months prior to the event. Certain dates are blocked out from rental due to annual HCT events, programs and services. A waiting list will be maintained for the twelve month open period.

### **Insurance Requirement**

Rental of the theatre facility requires completion of the “Facility Indemnification Agreement.” The agreement requires that the renter provide the theatre with a certificate of insurance documenting general liability coverage in the amount of \$1,000,000 per occurrence. The certificate of insurance must name Hays Community Theatre, Inc. as an *additional insured*. It is not adequate to obtain a certificate of insurance which names the theatre as a “certificate holder.” Most often this coverage may be obtained through an individual’s homeowner’s policy.

### **General Guidelines Covering Rental**

In general, rental starting periods may vary, but the end of the event may not be past midnight. Alcohol may not be served past 11:30 pm. At the time of the completion of the Rental Agreement, the beginning time and ending time of the event must be established.

Keys to the facility will not be given out to non-members. There will be an HCT representative assigned to lock and unlock the rented facilities unless other written permission is obtained from the HCT Board of Directors.

In order to ensure that the facility is properly cared for, a “walk through” with an HCT Board Member or Appointed Committee Chair/Member will be held before the event. The walkthrough” will help to acquaint the renter with the facility and to determine what you might need to prepare for your event.

Rentals are for the area(s) specified in the rental agreement only. No use of any other area within the building is allowed. The renter shall take all reasonable means to ensure that guests and children stay within the rented areas and do not enter the upstairs rooms. Indoor food and beverage consumption may not extend beyond the rented area, specifically into non-rented areas or outdoors unless other written permission is obtained. Young children must be in direct supervision of an adult or adults eighteen years of age or older.

The entire building is smoke free. This includes, vaping and the use of e-cigarettes. Smoking and/or vaping is permitted outside the facility only. The renter will take all means necessary to enforce the theatre’s no smoking policy and shall ensure that the facility remains smoke-free throughout the term of the rental agreement.

Time allowed for decorating is considered a courtesy beyond the rental period and must be done when there is no other conflict in scheduling. If no other event is scheduled, the renter may decorate the rented space the evening before or during the day before their event is scheduled. This must be approved with HCT at least three days prior to the event.

Tables/chairs and available for Renter’s use. Renters are responsible for table/chair setup. Renter may bring in tables and chairs as long as the same have rubber tips for the chair and table legs. No furniture may be removed from the facility at any time. No doors shall be propped open or exits blocked in any way, as this is a violation of fire codes.

Noise levels should be maintained at a reasonable level and any requests to lower the volume should be accommodated.

The following are prohibited from the facility at all times: unauthorized intoxicants, illegal drugs, firearms, fireworks, flammable materials (except sterno, see below), illegal gambling, animals (except for service animals licensed to assist persons with disabilities) or media that is inappropriate for a community facility.

The representatives of the theatre shall have the right to gain access to the premises for administration of the Rental Agreement and/or law enforcement purposes.

Due to other community events and neighboring businesses, parking availability is not guaranteed and on occasion may be limited.

No cooking or grilling is allowed on the theatre grounds without prior written approval from the theatre. Only the preparation of cold foods or the warming of precooked hot foods are allowed.

Functions involving young people under the age of eighteen years old must have adequate adult (over eighteen) supervision as follows: Up to grade 8, one adult for every 10 children and for grades 9-12, one adult for every 15 children.

### **Decorating and Special Effects**

Table and freestanding decorations are allowed. No items may be attached to the walls, ceiling, crossbeams or duct work. No fastening materials (i.e. tape, nails, command hooks, etc.) which may damage room surfaces may be used. No construction or painting of decorations on the facility property is allowed. Likewise, rice, birdseed, confetti, glitter, sprinkles, hay, sand weights, dance wax, powder or similar material are not allowed on facility property. No tape, wax, sawdust, silicone powder, etc. is to be used on the floors. Candles or open flames are not allowed (birthday candles excepted), although sterno burners for chafing dishes are allowed to be used as long as proper precautions are taken.

Lights and speakers for DJs, bands and sound systems shall be freestanding and placed away from walls, crossbeams and ceiling tiles. Band or sound system personnel should inspect the area well in advance of the event to ensure proper power supplies are available for their equipment. No special effects, such as pyrotechnics, flash pots, fog machines or other such equipment is allowed.

Temporary heat sources are not permitted in the facility at any time. Extension cords must be rated to carry the load for which they will be used. It is not permitted to tape cords to the floor. An entry mat may be utilized to cover cords in areas where they may be traversed.

Renters must supply their own ladders when decorating. All decorations and effects are to be removed from the facility immediately upon the completion of the event.

### **Equipment**

Please view the facility in advance of your event to determine what materials you may need to bring. The theatre does supply trash cans, trash bags, washrags, dry mops, wet mops, and buckets for cleanup.

Caterers are allowed access to the kitchen to store their supplies and perform their functions. The use of the sink is available, but there is no dishwasher. Countertops and modest refrigeration space are available. Crock pots, broiler ovens, sterno heaters or similar heating devices may be brought in and used. The renter is responsible for hiring the caterer, and is therefore responsible that the caterer follows all the rules contained herein.

### **Alcohol Service at Events**

If alcohol is provided at the event, all State and Local laws and ordinances regarding the use and consumption of alcoholic beverages must be strictly followed. No person under 21 years of age shall be served, furnished or consume alcoholic beverages on the facility grounds. No beverages are permitted to be taken outside of the rental area. No beverages are allowed outside of the facility. Alcoholic beverages shall neither be served after 11:30 pm nor consumed after midnight. No intoxicated person shall be served or provided with any alcoholic beverage. Checking the ID of anyone who appears to be younger than 35 years of age is a requirement of the rental agreement and is the renter's responsibility. Any presentation of local law enforcement shall have the right to gain access to the premises.

All beverages at events shall be served in non-glass containers only. The renter is responsible for emptying full trash cans during the event and removing full bags to the dumpsters. Trash bags are provided by the theatre.

### **Return of Facility**

The facility must be left in the condition it was rented or the security deposit may not be returned in full and any additional cleanup or repairs required as a result of the event, which exceeds the security deposit, will be billed to the renter. The following list reflects estimated replacement costs should any of HCT's property be damaged. This list is not exhaustive but set to serve as a guideline.

#### **Replacement Costs**

● Folding Chair	\$50.00
● Round Table	\$200.00
● Rectangle Table	\$200.00
● Bar Table	\$80.00
● PA Speaker	\$150.00
● Video Projector	\$200.00
● RCA LED TV	\$150.00
● Shure 8 Pack Wireless EarSet Mic System	\$3,500.00
● Bar	\$5,000.00
● Cooler	\$5,000.00
● Piano	\$8,000.00
● Sound Board	\$15,000.00

Specifically, to be considered left in the condition it was rented, the rented area must meet the following:

- All personal property belonging to the renter and his/her guests is removed
- All food is removed
- All decorations are removed
- All utensils, small appliances, tables, counter tops and floors are cleaned
- All tablecloths or covers are removed
- All areas inspected and all trash removed and placed in dumpster

The renting party is responsible for making sure that they or their caterer completely clean the kitchen area if it is used. This includes removing all food and cooking equipment brought in, cleaning all tables, countertops and sinks, removing all trash to the dumpster, sweeping the floor and wet-mopping as needed. This is critical to the security deposit refund.

## **Conclusion**

While this may seem an exhaustive list of guidelines for the use of the facility, it is meant to protect this space so that the members and community may enjoy its continued use. Overall, common sense should be your guide in the use of the facility.

If you have any questions concerning these guidelines, please contact Hays Community Theatre at 785.261.1094, or [contact@hctks.com](mailto:contact@hctks.com).

*Updated 12/2022*