

## **Clio Amphitheater Rental Policies and Guidelines**

*The mission of the Clio Area Amphitheater is to provide quality entertainment by presenting concerts in a variety of musical genres in a safe, family-friendly environment and to provide a venue for other cultural and entertainment events in keeping with the entertainment and cultural mission of the Amphitheater.*

### **General Rules**

- 1.** The Amphitheater Board shall have the right of refusal without cause of any proposed use of the facility which in the judgement of the Board is not consistent with the mission of the Amphitheater or which may pose an undue security burden. This applies to proposals from a company, organization or for-profit promoter. Only the Amphitheater Board and City Commission may approve the use of the facility.
- 2.** A completed City of Clio Special Events application must be submitted to the Amphitheater Board and the applicant may be requested to make a formal presentation to the Board. Such application should be submitted at least sixty (60) days prior to the event.
- 3.** Insurance coverage must be provided per the guidelines and proof of insurance in the amount of one million dollars provided to the City Administrator at least fourteen (14) days prior to the event.
- 4.** A contact/responsible person must be named on the application who will oversee the event ("Event Manager").
- 5.** Tacoma Productions Inc. has the exclusive right to operate concessions at the venue. No outside food or drink is permitted. Alcohol is not permitted on City or School grounds. NOTE: Some special exceptions to these rules may occur due to the type of event held, e.g. 4th of July, school event or combination events that also utilize the City park.
- 6.** Security must be provided at all gate entrances and requirements for entrance, concessions and patron safety must be met.
- 7.** In the event of injury to a patron, volunteer or artist, an incident report must be filed with the City by the lessee's representative within 24 hours.
- 8.** The closing checklist must be completed and signed by the Amphitheater representative.
- 9.** Handicap areas are provided at the top of the seating and in the lower bowl area.
- 10.** If any damages occur to the venue, the lessee shall reimburse the City for the cost of repairs.

### **Amphitheater Closing Procedure**

- 1.** The seating area, stage, backstage and downstairs are to be cleared of all trash.
- 2.** Tables and chairs must be put back in storage areas
- 3.** Bathrooms are to be cleared of trash, paper on the floor, etc and swept/mopped as necessary.
- 4.** All trash is to be placed in the venue Dumpster.

## **Rental Guidelines**

There are three classes of lessees described below and each has different rental guidelines:

### **A. Community Organizations (local non-profit civic, fraternal, service or religious organizations)**

1. No rental fee for use of the Amphitheater, if the event is open to the public and all proceeds from donations are used for the organization's community projects. A refundable cleanup deposit of \$100 may be required.
2. Must follow Amphitheater closing procedure above.
3. Use of other facilities is not included. Arrangements must be made with the Clio Area Schools regarding use of the Early Elementary building for restrooms and Carter Middle School parking lots
4. Concessions will be operated only by Tacoma Productions, Inc which will retain all profits therefrom.
5. If the organization is required to provide ushers, parking personnel and/or security/safety personnel, they shall work under the supervision and policies of the Amphitheater.
6. The Amphitheater Board will designate a facility manager to be responsible for opening and closing the facility.
7. The organization must provide insurance covering the City as provided above.
8. No third party (group or individual) may apply under the community group's name.

### **B. Private or personal use rental:**

1. Rental fee is \$300 and a refundable security/cleanup deposit of \$100 is required.
2. Must follow Amphitheater Closing Procedure above
3. Use of other facilities, as described in #3 above is not included. Those arrangements are to be made with Clio Schools.
4. Amphitheater personnel will be responsible for opening and closing the facility.
5. The City of Clio and Clio Area Schools shall be named as additionally insured by the renter's insurance in the amount of \$1,000,000.

### **C. For profit, ticketed event:**

1. For approved entities, the rental fee shall be \$2,500 and a refundable security/cleanup deposit of \$500 shall be required. The Amphitheater Board may offer a reduced rate for multiple consecutive days for the same event, or if the event promotes the mission of the Amphitheater. All fees shall be paid at least sixty (60) days prior to the event. Liability insurance in the amount of \$1,000,000 naming the City of Clio, Clio Area Schools and Tacoma Productions, Inc as also insured must be provided within ten (10) days of the approval of the application.
2. For-profit promoters shall provide the Amphitheater Board with a list of references, history of events promoted, copies of all proposed advertising and a ticket sale plan. This information must be provided, along with the fees and deposits before the application can be approved. All advertising in whatever format must clearly state the promoter's non-affiliation with the City of Clio, Clio Area Schools and Tacoma Productions, Inc.
3. For events in which all net profits are for charitable donation under IRS rules for 501C organizations, whether tickets are sold or donations are solicited, the following shall apply:
  - A. The rental fee shall be \$500 per day, with a refundable security/cleanup deposit of \$250. The Amphitheater Board may offer a reduced rate for multiple consecutive days for the same event. All fees and deposits shall be paid not less than thirty (30) calendar days prior

to the event.

- B.** The organization applying for the use of the venue under such circumstances shall provide the Amphitheater Board documentation verifying that all profits will be given for charitable use to a 501C organization or Michigan non-profit corporation.
  - C.** The applicant must provide a list of references, copies of proposed advertisements and a ticket sales plan before the application will be approved.
- 4.** In no case shall an event be advertised or promoted or tickets sold for any event at the Amphitheater without the approved application.
  - 5.** The right to use off-site parking and the facilities of the Clio Area Schools is not included in the rental agreement. Such permission must be obtained from Clio Area Schools.
  - 6.** Only Tacoma Productions personnel may work in concessions, and all profits therefrom shall be retained by them.
  - 7.** If the lessee has personnel such as ushers, parking attendants, safety/security or gate personnel, they shall work under the direction and supervision of Amphitheater personnel and policies. Lessee shall provide a Stage Manager and Event Manager, who will be on-site during the day of the event. Amphitheater personnel will open and close the venue and will have management personnel on-site for the duration of the event.
  - 8.** Amphitheater personnel are not permitted to handle ticket sales or artist merchandise sales.
  - 9.** Providing stage lighting and sound equipment is the responsibility of the lessee.
  - 10.** Any alterations to the facility, including for lights, sound and decoration, must have the prior approval of the Amphitheater Board.

### **Refund Policy**

- 1.** For Private or Personal Use Rentals: Rentals canceled more than seven (7) days before the scheduled rental date, refund shall be 75% of the rental fee paid; if canceled six (6) days or less prior to the rental date, there will be no refund. In either case, all security/cleanup deposits will be refunded. If the Amphitheater Board cancels the event, all fees will be refunded.
- 2.** For-profit Promoter Rentals: events canceled more than forty-five (45) days prior to the rental date, 75% of the rental fee and 100% of security deposits will be refunded; if the event is canceled thirty-one (31) to forty-four (44) days, 50% of the rental fee and 100% of the security deposit will be refunded. For events canceled less than thirty (30) days prior to the rental date there will be no refunds, except for the security deposit. This policy shall apply regardless of whether the promoter or the artist is responsible for the cancellation.
- 3.** In the event that the Amphitheater Board cancels an event, except in the case of a fraudulent application, all fees paid will be refunded.
- 4.** Inclement weather on the day of the event shall not be grounds for a refund.