



Rental Policies & Procedures

General Policy Statement

It is the responsibility of the Merryman Performing Arts Center (MPAC) to operate in a sound business manner in an effort to maximize both social and economic benefits to the community, and financial stability of the facility. The MPAC Board of Directors and the MPAC Executive Director will have the final decision in all matters related to facility use. A request for the use of the MPAC may be made no more than one year in advance. A contract will be made available and must be signed by the applicant and the MPAC Executive Director or Operations Manager, along with a refundable deposit and proof of liability insurance. Prior to the signed contract, liability insurance, and deposit being received, the MPAC reserves the right to release dates. Rental dates may be held by the MPAC as a courtesy, but this does not constitute a firm reservation.

1. Booking Priorities

Scheduling priorities and rental fees are determined by the Class ranking of the event. The Class rankings are as follows in order of priority:

1. **Class I** - School performing arts activities and programs to benefit area students and the MPAC Subscription Series. Class I events will be charged custodial and technical fees only.
2. **Class II** - Community and area performing arts events whose primary purpose is service to youth or the community. These will be charged the Class II fee for the facility plus custodial, technical, and equipment fees.
3. **Class III** - Partners in the Arts (Kearney Concert Association, Kearney Symphony Orchestra, Crane River Theater, etc.) and other civic performing arts organizations who may charge admission. These will be charged the Class III fee for the facility plus custodial, technical, and equipment fees. This classification may extend to groups whose receipts go for charitable purposes upon the MPAC Executive Director's discretion.
4. **Class IV** - All other individuals or groups who are eligible to rent the facility for legitimate purposes and whose net receipts are not expended for welfare of students or charitable purposes. These will be charged the Class IV fee for the facility plus custodial, technical, and equipment fees.

2. Rental Spaces

Theatre:

1. **Auditorium**

- a. Main Floor (488 seats)
 - i. Accessible through the Reception Hall and side entrance
- b. Balcony (280 seats)
 - i. Accessible from the rear Auditorium stairs or the Lobby staircase/elevator

2. **Stage**

- a. Proscenium stage with covered orchestra pit
- b. Accessible from auditorium and loading area
- c. Proscenium: Height 17'-4" Width 45'-3"
- d. Clearance Height 10'-3" from Loading Area

3. **Dressing Rooms**

- a. 2 dressing rooms with shower, toilet, and sink that accommodate about 6 people
- b. 2 dressing rooms without running water that accommodate about 8 people
- c. Accessible through rear of stage in the hallway/hallway stairs

4. **Loading Area**

- a. Grants access to building through two 8'x10' overhead doors on south side of building (access is all ground level)
- b. Hydraulic lift inside of east door can be used with smaller trucks
- c. Grants access to stage through 10'x12' overhead door and by a regular 36" door

Lobby:

1. Baby Grand Piano is available for use at no charge

Reception Hall:

1. Provides access to the auditorium
2. Will seat approximately 150 people at 8' tables (seating diagrams available on request)
3. Audio system is available

Gym:

1. Located in west hallway
2. Generally not available during school hours
3. Rent is separate from theatre rental

Conference Room:

1. Contains table and chairs with space for approximately 30 people
2. Located on the second floor across from the balcony entrance
3. Accessible by the Lobby staircase or elevator

Kitchen:

1. **Ice/Water Usage** – If caterers/user groups need access to water and/or ice the staff will allow access to the kitchen. The kitchen will remain locked when not supervised. There will be no charges assessed for this service.

2. **Food Service** – In general caterers should be “self-sufficient” when it comes to providing services. Set up and service can occur on tables in the hallway adjacent to the cafeteria/reception area. Caterers should provide their own towels for cleanup and their own trash bags/receptacles.
3. **Kitchen Usage** – If a caterer/user group wants to use the kitchen and or equipment for any event, a Bearcat Diner Staff member **MUST** be on duty the entire time. They will serve as supervisor of the kitchen. The fees will be \$28 per hour for the Bearcat Diner Staff member and \$150-\$250 for full use of the kitchen. The fee will be billed to the user from Bearcat Diner. The Bearcat Diner staff on duty is not required to “work” for the user as they are there in a consultant/supervisory capacity.
4. **School Breakfast/Lunch** – These programs are the primary usage of the kitchen facility and have first consideration.
5. **Information** – For information regarding the use of the kitchen or to inquire into catering options please contact the Food Service Director at (308) 698-8160.

3. Basic Rental Services

Basic Rental Fees Include:

1. Lighting, Electricity, Water, Ventilation, & Heat/Air Conditioning
2. Ice/Water (from Kitchen)
3. Stage Lighting (part of Theatre Rental)**
4. Sound System (part of Theatre Rental)**
5. Parking (in designated areas only)
 - a. Main Parking Lot (South Lot) has 232 parking spots, 8 of which are designated handicapped spaces. Accessible by 22nd Street.
 - b. Kearney Public Schools Central Office Lot (West Lot) has 52 parking spots available after business hours. Accessible by 4th Avenue.
 - c. 60 street spaces available in a two block radius.

Basic Rental Fees Do Not Include:

1. Kitchen Usage (other than Ice/Water)
2. Custodial Fees (\$32 per hour)
 - a. Will be on duty at all times when the Center is being used by any group as deemed necessary by the MPAC Operations Manager.
 - b. Will be responsible for opening/closing the building and monitoring/cleaning the premises as required.
 - c. Are responsible for the setup and tear down of items marked with “*” in the previous section or listed below.
 - d. Will NOT be responsible for assisting the renting representative with loading or unloading equipment.
3. Technician Fees (\$21 per hour)
 - a. Will be on duty at all times when the Center is being used by any group as deemed necessary by the MPAC Operations Manager.

- b. Technical equipment can only be operated by authorized personnel. Technician is responsible for running and operating items marked with “**” in the previous section or listed below.
 - c. Will NOT be responsible for assisting the renting representative with loading or unloading equipment.
4. Folding Chairs (90 available @ \$0.25 each)*
 5. 6’x30” Tables (8 available @ \$3 each)*
 6. 8’x30” Tables (19 available @ \$3 each)*
 7. 5’ Round Tables (9 available @ \$3 each)*
 8. Choral Risers (5 Four step and 11 Three step @ \$3.50 each)**
 9. Soundshell (\$100)**
 10. Projector/ screen (\$35)**
 11. Spotlights (\$20) **
 12. Concert Grand Piano (\$85-\$150 dependent on rental tier, tuning fees extra if desired)**
 13. Tablecloths/Linens (\$3 each – limited stock)

4. Contract (Facility Rental Contract)

The Facility Rental Contract form is used to submit the general information about your event; including date(s), time(s), requested rental areas, and an estimated cost. When filling out a Facility Rental Contract, it must be signed by a legally authorized person representing the user of the facility. Upon approval of the event, the User agrees to pay all sums due on or before established due dates stated on the Contract. It is at this time that a deposit is due.

5. Facility Use Form (Custodian/Technician Details)

The Facility Use Form is used to submit more detailed information than that of the Contract. This information includes: which areas are being rented, general layout for those areas, number of tables and chairs needed, sound/microphones, etc. A Facility Use Form providing detailed information will be due to the Operations Manager at least four weeks prior to the date of use. The MPAC Operations Manager will arrange a meeting time to go over and review the Facility Use Form as needed.

6. Liability Insurance

The Organization renting the facility is required to furnish the MPAC, at least 48 hours prior to the use thereof, a liability policy that will provide bodily injury liability coverage of not less than \$500,000 per each occurrence and \$100,000 for property damage coverage, for a period of coverage for the date above, naming Robert M. Merryman Performing Arts Center and Kearney Public Schools as co-insured.

7. Deposit and Billing

A \$100 deposit for the first day's rental and an additional \$50 deposit for each subsequent day of the contract is due with the Facility Rental Contract. Should there be a need to cancel, 50% of the deposit is refundable until 90 days before the event. The total deposit is applied to the balance that is due, unless there are damages requiring settlement. Damages will be covered by the deposit and additional billing as necessary. Custodial and technician hours cannot be determined prior to the event and will be itemized in an invoice no more than two weeks after the event occurred.

8. Ticketing

Use of the MPAC Box Office and Staff are not included in the rental fees. Ticketing Services may be added for an additional fee.

9. Promotions

The MPAC is not responsible for providing promotional services such as advertising, press releases, direct mail, program printing, or any other promotional resources related thereto. User therefore accepts sole responsibility of promoting their event. A ticketing/promotional contract addendum may be arranged with the MPAC staff when a contract is submitted.

10. Compliance with Laws

The User shall comply with all laws of the United States and the State of Nebraska. The MPAC is part of the Kearney Public Schools (KPS) property, and as such is an alcohol and drug-free zone. Use of alcohol or tobacco products of any kind will not be tolerated on MPAC property. If alcohol or tobacco use is reported, the User will be asked to leave the premises.

11. Conflicts

The MPAC may lease, rent, or otherwise permit the use of the space for any and all activities when not in conflict with the hours of operation, rehearsal(s), load-in, set-up, and takedown time(s) designated for User. The User understands that the MPAC is exclusively responsible in designating said conflicts.

12. Unscheduled Usage

Renting organizations utilizing the MPAC during times not scheduled and approved by the MPAC Staff at least 72 hours in advance will be charged an additional \$30 per hour for the unscheduled time.

13.Damages

The User will be responsible for the proper care of the MPAC. Any damage incurred by the User must be paid for by the User. The use of bubbles, confetti, or any such decorations may incur a surcharge to be determined by the Operations Manager.

14.Loss & Theft

The User agrees not to hold the MPAC or KPS responsible for the loss or theft of items.

15.Parking

Parking is allowed only in designated areas. Vehicles in violation will be towed at the owner's expense.

16.Faculty Access

The faculty, staff, and other authorized representatives of the MPAC and KPS shall have the right to access all areas of the MPAC/Central Elementary during the period covered by this Contract in order to ensure compliance/amenability.

17.Act of God

In the event that the MPAC is unfit for occupancy by User during the period covered by the Contract, by reason of fire, earthquake, strike, civil disturbance, or any other cause beyond the control of the MPAC, then this Agreement shall be of no further force and effort. The MPAC will not be liable for any costs other than to refund a deposit, in the event that the space is unfit for occupancy by a User.

18.Inclement Weather

If there is inclement winter weather before/during the event, it is understood that the User will be charged \$100.00/hour for each piece of equipment for contracted snow removal and sanding for ice. It is not the responsibility of Kearney Public Schools to clear parking lots unless it coincides with clearing for school purposes. If the User decides to cancel or reschedule the event so these fees will not have to be paid, the User must give MPAC/KPS at least four hours notice before the User's entry time. The User must notify the MPAC Operations Manager at (308) 698-8299 in the event of cancellation or if snow removal is deemed necessary.

19.Breach of Contract

Failure to perform any terms or provisions of the Contract, Facility Use Form, or the Rental Policies and Procedures may be considered a Breach of Contract. The non-breaching party shall then have the right to give written notice of such breach to the breaching party. If no written notice is given, then the breach will not be considered a Breach of Contract.

20.Cancellation

By User: If the User cancels the event covered in this agreement within 90 days of the first contracted date, no deposit refund shall be made. User agrees to pay any reimbursable expenses incurred by the MPAC in connection with the event.

By MPAC: The Contract may be cancelled by the MPAC immediately upon written notice delivered to User upon breach of any terms or provisions of the Contract, Facility Use Form, or the Rental Policies and Procedures. In the event of cancellation, the User shall be reimbursed the difference between the charge set forth in the Contract and any and all actual expenses and charges incurred by the MPAC to date of cancellation.