

# City of Centerville

## Stubbs Park Amphitheater

### Rules and Renter's Responsibilities



**USAGE:** The Community Amphitheater at Stubbs Park is for not-for-profit performing arts activities and other not-for-profit events that are of benefit to the community. Admission may not be charged to any event nor may items be sold at the Park. Rental will be denied to activities that are likely to cause public disturbance or damage to City or private property.

**DEPOSIT:** A refundable deposit of \$100.00 is required at the time the application is made.

**FEES:** Rental fee is required at the time application is made. Rental is for a six (6) hour period. All events must end by 9:00 p.m. or dusk. The park closes at dark.

- City of Centerville residents: \$50.00
- Others: \$100.00
- Each additional hour: \$50.00 per hour
- Public Works Attendant(s): \$35.00 per hour, per attendant

Fees entitle the use of:

- Amphitheater stage
- One dressing room with a restroom
- Parking lot (200 paved spaces-parking shall be in marked spaces)
- Seating area (no chairs provided, the use of lawn chairs and blankets is encouraged)
- Concession restrooms

***Please note that the park itself cannot be reserved. It is open to the public.***

**REFUNDS:** The \$100.00 deposit will be returned to the renter within 10 working days. No refunds will be made on rentals unless approved by the Public Works Director.

Additional questions may be directed to the Community Resources Coordinator, City of Centerville, 937-428-4716.

**\*\*IN CASE OF AN EMERGENCY, MON-FRI AFTER 4:30, AND ON WEEKENDS CALL POLICE DISPATCH at 937-433-7661.**

# City of Centerville Stubbs Park Amphitheater Rental Application



Name of Organization \_\_\_\_\_  
Name of Applicant \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip Code \_\_\_\_\_  
Driver's License # \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Email Address \_\_\_\_\_  
Date Requested \_\_\_\_\_ Time Requested \_\_\_\_\_  
Type of Event \_\_\_\_\_ Number of Participants \_\_\_\_\_  
Public Works Attendant requested (for parking, trash, etc.) \_\_\_\_\_  
\_\_\_\_\_

Signature of Applicant \_\_\_\_\_ Date of Application \_\_\_\_\_

*This is an application only and must be approved by a City of Centerville representative. The rental will be guaranteed only after a contract is signed by a City representative and a deposit submitted by the applicant.*

## For Office Use Only

Areas \_\_\_\_\_ Amphitheater \_\_\_\_\_ Restrooms \_\_\_\_\_

### CHARGES

Rental \_\_\_\_\_ \$ \_\_\_\_\_

Approved for use by: \_\_\_\_\_

Attendant \_\_\_\_\_ \$ \_\_\_\_\_

Other \_\_\_\_\_ \$ \_\_\_\_\_

TOTAL \_\_\_\_\_ \$ \_\_\_\_\_ Check # \_\_\_\_\_

DEPOSIT \_\_\_\_\_ \$ \_\_\_\_\_ Check # \_\_\_\_\_

Refund Amount \_\_\_\_\_ Refund Requested \_\_\_\_\_

\_\_\_\_\_ Refund sent \_\_\_\_\_

Post Event Inspection Performed by: \_\_\_\_\_

Date: \_\_\_\_\_

Comments:

\_\_\_\_\_  
\_\_\_\_\_

As a renter, I, \_\_\_\_\_, do hereby agree to abide by the following:

- **APPLICATION:** All renters must complete the Community Amphitheater application and the rules and renter's responsibilities.
- **ADMISSION FEES:** Admission fees are not permitted to be charged without prior approval from the Public Works Director. Furthermore, items, including food, may not be offered for sale without prior approval from the City.
- **MUSIC AND NOISE:** All music and PA systems must be turned off by 9 p.m. seven days a week unless otherwise approved in advance by the City. The volume of sound must be in keeping with the nature of the Park in relation to residential areas. The City of Centerville reserves the right to lower the volume and/or discontinue the event if the noise/sound is disturbing to surrounding residential areas.
- **SMOKING:** Smoking is not permitted in any indoor area of the Amphitheater or its facilities. Smoking around the Amphitheater area shall be in the designated areas only.
- **ALCOHOLIC BEVERAGES:** Alcoholic beverages are not permitted in any area of the Park.
- **FOOD VENDORS:** All food vendors must be licensed by the Montgomery County Health Department. License must be posted.
- **DELIVERIES:** All deliveries made in support of your event must be scheduled to arrive NO earlier than one hour prior to your scheduled, rental time.
- **SCHEDULED TIME:** Six hours is your paid rental time. Clean up must be accomplished within your paid time. The City must be notified 48 hours prior to your event if additional time is needed.
- **DEPARTURE TIME:** Renters, guests, et al., must be off the premises at dark. All equipment and supplies belonging to your group must be removed from the Park upon your departure. None of your group's belongings may be stored at the Amphitheater.
- **LOSS/DAMAGE:** You and /or your organization are responsible for any loss, damage or theft of personal property that is incurred by your organization and/or those in attendance. You and/or your organization are also responsible to restore damaged premises to pre-event condition.
- **STORAGE OF FLAMMABLE MATERIALS:** Gasoline, distillate, or other petroleum product or other substance or material of an explosive or flammable nature are not permitted in quantities considered dangerous to any part or portion of the premises without written consent of all insurance companies carrying fire or rent insurance on all of the Park's premises, nor do any act or engage in a conduct which shall cause increase in fire insurance rates or fire hazards.

- **SET UP:** You and/or your organization are responsible for setting up and tearing down any chairs or other equipment used on stage or in the seating area. Property that you have rented must be removed from the premises at the time of your departure. It may not be stored at the Amphitheater.
- **AMPHITHEATER CHAIRS:** Amphitheater chairs are for stage use only. They are not permitted on grass or other areas.
- **AMPHITHEATER PROPERTY:** Property belonging to the Amphitheater may not be removed from the stage or dressing rooms at any time.
- **TRASH DISPOSAL:** Trash must be removed from the stage area, tables and grounds and placed in trashcans before departure. Full trash containers must be placed behind the Amphitheater stage. Empty cans should remain in the enclosed Amphitheater area.
- **CLEANUP/TEARDOWN:** The facilities must be “broom” clean prior to your departure.
- **SECURITY:** One professional, uniformed, non-armed security guard must be provided by the renter for every 200 persons. The security company name and phone number must be presented to the Public Works Director at least seven (7) days prior to the rental date.
- **PARKING:** There are approximately 200 paved parking spaces. Vehicles may not be driven or parked on the grass without prior City approval.
- **SUPPLIES AND FOOD:** All supplies and food must be removed from the premises after your event.
- **DECORATIONS:** Decorations and/or signs shall not be attached to Amphitheater walls. The use of easels is encouraged. All decorations must be disposed of or taken with you upon leaving. Additionally, no signs or decorations may be affixed to any trees, utility poles, buildings, or structures unless the City provides prior approval.
- **TENTS:** Tents, tables and other equipment are not permitted on grassy areas without prior approval from the Public Works Director. A tent permit may be required through the City's Building Inspection Department.
- **ADDITIONAL EQUIPMENT:** Placement of additional equipment, refreshment vehicles, or caterers must be approved prior to the event.
- **STAFF AUTHORITY:** The City of Centerville reserves the right to cancel the Amphitheater Rental Agreement at any time during the event if these rules and/or City ordinances are violated.

- **INDEMNIFICATION AND INSURANCE:** The renter agrees to indemnify and hold the City of Centerville (including the duly elected and appointed members thereof ) harmless from any and all claims, demands, judgments, costs, and expenses (including attorney fees) for injury, illness, or death of any person or property damage resulting from the renter's use and occupancy of the leased premises.

The City of Centerville and its representatives are not responsible if for any reason, due to unforeseeable causes beyond the control and without the fault or negligence of the City of Centerville, it cannot provide you with the scheduled date and time shown on the contract. In the event the City of Centerville fails to provide you with the schedule date and time due solely to the fault and negligence of the City of Centerville or its representatives, as the renter, you have the following options:

- A. A refund of any monies paid for the use of the facilities.
- B. If possible, another date, at the same cost.

**COVID-19:** The Renter acknowledges the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, is extremely contagious, and believed to be spread by person-to-person contact. Federal and state health agencies recommend preventative measures, such as hand-washing, face-masks, and social distancing, however due to the nature of our facilities; I understand these measures may be less effective due to close individual proximity. I acknowledge and assume the risk that my family, friends or invitees may be exposed to or infected by COVID-19 by attending events at the facilities, either before, during, or after any particular use of our facilities, and that such exposure or infection may result in personal injury, illness, disability, or death. Renter agrees to adhere to the current (at the time of the event) guidance or best practices of the Ohio Department of Health (ODH) and/or Governor in respect to COVID-19 and follow any guidelines and/or rules established by the state or the city. The Organization/Organizer agrees to hold the City (including its duly elected and appointed officials) harmless from any claims, demands, judgments, costs and expenses (including attorneys fees) for injury, illness or death of any person or property damage resulting from the organization's use and occupancy of the premises.

I agree to take full responsibility for my actions and the actions of my organization and those attending my event and to abide by all City of Centerville rules, regulation, and ordinances.

Renter

Date

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City Manager or Designee

Date

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