

CITY OF CENTERVILLE COMMUNITY AMPHITHEATER AT STUBBS PARK RENTAL APPLICATION

Name of Organization

Pauled 1796	Name of Applicant				
Address		City	Zip Code		
Driver's License #					
Home Phone		Business Phone			
Date Requested		Time Requested	Time Requested		
Type of Event		Number of Participants			
Chairs requested (for sta	ge only):				
Public Works Attendant	requested (for parking,	trash, etc.):			
Signature of Applicant		Date of Application			
			lle representative. The rental will be posit submitted by the applicant.		
	(Fo	or Office Use Only)			
Areas: Amphi	itheater Con	ncession Restrooms			
Equipment: Chairs					
CHARGES Rental	\$	Appr	oval for use by:		
Attendant	\$				
Other	\$				
TOTAL	\$	Chec	k #		
DEPOSIT	\$	Chec	k #		
Refund Amount	\$	Refu	nd Requested		
		Refu	nd Sent		
Post Event Inspection	Performed By:				
	Date:				
Comments:					

CITY OF CENTERVILLE COMMUNITY AMPHITHEATER AT STUBBS PARK RULES AND RENTER'S RESPONSIBILITIES

<u>USAGE</u>: 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 application is made.

<u>FEES</u>: Rental fee is required at the time application is made. Rental is for a six (6) hour period. All events must end by 9 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 each, per hour, per attendant

Fees entitle the use of:

Amphitheater stage

Both dressing rooms (each with a restroom)

Stage chairs (approx. 65)

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 Public Works Department, City of Centerville, 937-428-4782.
	FRI AFTER 4:30 AND ON WEEKENDS CALL POLICE DISPATCH 433-7661.
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.

- <u>MUSIC AND NOISE:</u> All music and PA systems must be turned off by 9 p.m. seven days a week unless otherwise approved in advance by the Public Works Director. 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.
- <u>FOOD VENDORS:</u> All food vendors must be licensed by the Montgomery County Health Department. License must be posted.
- <u>DELIVERIES:</u> 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.
- **<u>DEPARTURE TIME:</u>** 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.
- <u>LOSS/DAMAGE:</u> 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.
- <u>SET UP:</u> 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.
- <u>AMPHITHEATER CHAIRS:</u> Amphitheater chairs are for stage use only. They are not permitted on grass or other areas.
- <u>AMPHITHEATER PROPERTY:</u> 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.
- <u>CLEANUP/TEARDOWN:</u> The facilities must be "broom" clean prior to your departure. All chairs used must be stacked and placed in the enclosed areas of the Amphitheater.
- <u>SECURITY:</u> 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.
- **CANDLES:** Use of candles must be approved prior to the event.
- <u>DECORATIONS:</u> 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.
- <u>TENTS:</u> 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.
- <u>ADDITIONAL EQUIPMENT:</u> 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.

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

Renter	Date	Public Works Director	Date

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