** LIVELY FAMILY**

 **AMPHITHEATER**

 OAK HILL WEST VIRGINIA

**CITY OF OAK HILL**

**RENTAL CONTRACT/AGREEMENT FOR USE OF THE OAK HILL AMPHITHEATER**

**AT 100 KELLY AVENUE, OAK HILL, WV 25901**

**Office: 304-469-9541**

**Fax: 304-469-2801**

Name of Organization (Renter)

Contact Person(s)

Address City State Zip Code

Phone # Fax # Email

Federal ID # / Non-Profit # (circle one)

Requested date(s) Requested time(s)

GENERAL DESCRIPTION OF EVENT (including band or entertainers name, type of performance, public speakers involved, use of vendors including food, security staff involved), has City of Oak Hill Police Department been notified, and any other pertinent information regarding event.

 FEES CHARGED FREE TO PUBLIC

 WEDDING OTHER (please describe)

Are you charging a fee or admission charge of any type? Yes No

If yes, explain

How many people (employees and guests) will you have on site?

Please note additional services requested for your event:

Please note any additional details that should be considered here:

The Renter must provide a responsible person to act as the representative to be on site and in charge throughout the event; that representative will be: Title:

Contact Number:

This permit is issued subject to rules and regulations established by the City of Oak Hill and the Renter agrees to the following Terms and Conditions:

TERMS AND CONDITIONS

1. The Renter will be responsible for any and all damage to the amphitheater and equipment to the proportional expense caused by user in connection with this agreement. Any damage thus caused will be charged to the user or its agents.
2. Prior to the event, the Renter must contact Oak Hill City Police Department when in the opinion of the City Manger of Oak Hill a police presence is needed to maintain order and protect the public and city property.
3. In the event that Renter is collecting a fee of any type while using this facility. Renter must remit an agreed upon percentage of the gross sales to the City of Oak Hill in addition to the rental fee.
4. The Renter is responsible for all electric issues and connections during the event. Renter must use a Certified Electrician to make all connections. All boxes and breakers are to be left in as found condition. The use of fans, cookers, heating devises and motors are prohibited. The City of Oak Hill will not be available to repair equipment, reset breakers, etc. that result from Renter’s improper use of standard electrical service.
5. The Renter shall provide a certificate of insurance accompanying this signed contract that indicates that the Renter will maintain in full force and effect a comprehensive liability insurance policy with a minimum amount of $1,000,000 combined single limits of bodily injury and property damage liability, with general aggregate limit of $2,000,000 for more than one occurrence or accident, covering liability that may arise during the term of the Agreement. The City of Oak Hill shall be named as an additional insured.
6. Renter shall hold and save harmless the Amphitheater Commission of Oak Hill and the City of Oak Hill, it’s elected and appointed officials, officers, employees, and agents, and shall indemnify from liability of every kind and character, and from any damage cost and/or expense, (including, without limitation the cost of defense of any claim, action or legal process, legal fees and costs) arising from Renters use of the Oak Hill Amphitheater, by anyone claiming injury of any kind and/or character, whether by reason of the claimed negligence, its agents, representatives, members, patrons, licensors or otherwise.
7. All trash pickup shall be the responsibility of the Renter. This includes proper disposal of food vendor material. Failure to properly remove trash will result in an additional charge for labor and materials.
8. Renter shall contact the City of Oak Hill licensing department and obtain any license which may be required by any and all vendors taking part in the event, including any state and federal requirements. In additional, Renter shall obtain proper health permits from the Fayette County Health Department.
9. All activity must stop at 10:00 P.M., and activities may not begin until 8:00 A.M. if the event is a morning gathering, unless special approval has been obtained from the City Manager.
10. Payment arrangements for the facility are as follows:

The Renter will secure the facility upon receipt of a signed contract and the pre-established deposit consisting of the facility rental fee, unless otherwise described later in this contract. All dates will remain open until the signed contract and deposit is received and accepted, however every attempt will be made to hold the desired dates for a reasonable amount of time until all contracts have been reviewed and signed by renter. Non-return of the contract does not constitute cancellation of requested dates. Failure to notify the City of Oak Hill of cancellation of intended usage dates within 30 days of event will result in a charge of not less than 10% of the full facility rental fee.

1. The City of Oak Hill reserves the right to cancel any rental agreement on this application for misrepresentation, improper promotion or other cause detrimental to the public interest or the welfare of the citizens of Oak Hill. The ruling of the City of Oak Hill on good cause shall be final.

**I, the undersigned, for myself and on behalf of the organization designated as “Renter” herein, have read and clearly understand the terms and conditions governing the use of the Oak Hill Amphitheater at 100 Kelly Avenue as set in this agreement. I agree to observe and be bound by this Agreement and these regulations.**

Signature Organization

**FOR OFFICE USE ONLY**

FACILITY RENTAL FEE: $

ADDITIONAL STAFF FEE: $

SECURITY DEPOSIT: $

AGREED PERCENTAGE OF

GROSS PROCEEDS: $

OTHER CHARGES: $

**TOTAL DUE $**

PROOF OF INSURANCE RECEIVED YES NO

STAFF ASSIGNED YES NO

APPROVED BY: DATE

**USAGE FEES**

**$ 50.00 per hour/four hour minimum for nonprofit agencies**

**$100.00 per hour/four hour minimum for profit agencies**

**$100.00 security deposit (may be waived by the Commission)**

**Security - $50.00 per hour per police officer on an as needed basis**

 **(need is determined by the Oak Hill City Manager)**

**Peripheral vendors to be charged the going rate as decided by the Lively Family Amphitheater Commission.**

**Applications must be submitted 60 days prior to the proposed event date to allow proper administration of the application.**