

Rotary Amphitheater Rental Agreement

The Manchester Parks and Recreation Department will schedule and approve any use of the Rotary Amphitheater. The department will keep a reservation calendar for the facility and no organization or individual will have a reserved date unless a reservation deposit has been paid to the department. The exception will be the Manchester Rotary Club which will have no reservation fee assessed for their activities at the Amphitheater.

Anyone wishing to rent the Amphitheater must fill out a facility reservation form. The Director of Manchester Parks and Recreation will review the reservation request and make approval decisions. If the reservation request is approved, then the department will notify the party and they will come in and pay the required deposit and the reservation will be entered into the reservation calendar.

Anyone with a reservation must pay the remainder to the reservation fee and the cleanup deposit two weeks prior to the event. There will be no refund of the reservation deposit if a cancellation is requested, however the reservation deposit can transferred to another activity or facility rental with the Manchester Parks and Recreation Department.

Permits that may be necessary for the event are the responsibility of the renting party to acquire and pay any associated fee. Security is also the responsibility of the renting party.

If the event will include elements added to the amphitheater , such as tents, props, platforms, etc. a certificate of insurance must be submitted with this application. The policy must be in force for the duration of the event and be issued by an insurance company licensed to do business in Tennessee, specifying public liability and property damage insurance with a single limit of not less than one million dollars, naming the City of Manchester and Manchester Parks and Recreation Department as additionally insured. No event will be permitted unless this certificate has been received.

The Manchester Parks and Recreation Department will not approve any reservation requests that discriminates on the basis of age, disability, national origin, race, religion, sex, in the admission to, access to, or operation of their programs, services or activities:

All events in Manchester Parks and Recreation facilities, must fit with the following guidelines:

The proposed activity or use of the Park must not unreasonably interfere with or detract from the public's enjoyment of the park.

The proposed activity or use will not unreasonably interfere with or detract from the

promotion of public health, welfare, safety and recreation.

The proposed activity or use will not include violence, crime or disorderly conduct.

The proposed activity or use will not entail extraordinary or burdensome expense or police operation by the city.

The Manchester Parks and Recreation Department reserves the right to request samples of performances and references before approving amphitheater reservation.

All special events to be held in parks who request permission to have amplified music will be monitored by a Park staff member to assure proper sound levels. The staff member shall have the right to request a lowering of sound levels, or to stop the performance if deemed necessary and in the best interest of the Parks Department and the immediate neighborhood. The Manchester Parks and Recreation Department has the right to stop any use of the amphitheater that violates use guidelines. **No refund will be available under these circumstances.**

It is the event holder's responsibility to return the amphitheater to the condition it was in prior to the permitted event , or pay fees related to returning the property to the condition prior to event. Event holders are responsible for all clean up after each event. There will be a cleanup deposit accessed for each event – event holder. The posting of a deposit does not relieve the event holder from the responsibility for performing all clean up and correcting all damage relating to the event as well as responsibility of loss of property. The event holder agrees to reimburse the Parks Department for all cost incurred in performing cleanup and repairs which, in the judgment of the Department, the event holder has failed to perform. Clean up and repair costs shall accrue at the rate of \$30 per man-hour. If cleanup or repair takes place on a holiday, the cost shall accrue at the rate of \$50 per man-hour. These rates do not include any additional cost of cleaning supplies, basic landscaping materials and the like. The event holder's deposit will be applied to cleanup and repair costs accruing under this paragraph. If the event holder returns the amphitheater to acceptable conditions, then the clean up deposit is returned after the event.

No alcoholic beverages, firearms, or drugs are allowed in park facilities.

All signage, advertising, publicity, exhibits or displays to be used must have prior approval by the Parks Department. All events must end no later that 11;00pm, unless the department has given special permission for a later time.

In the event of noncompliance with any provision of these terms and conditions, the Parks Department can in its sole discretion, ban any event sponsor or professional event organizer, promoter or the like from further sponsorship or promotion of any event in the park facility for a period of two years.

By submitting an application, the event organizer agrees to the following terms:

The event organizer will indemnify and hold harmless the City of Manchester, and the Manchester Parks and Recreation Department from any and all claims, damages, costs and attorney fees for injuries or damages arising in part or in whole from the organizations use of amphitheater and are described in this permit application and any claims, damages, costs and attorney fees arising from any failure of the organization its officers, employees and agents to observe applicable laws, ordinances, rules and regulations.

All events are smoke free events with designated smoking areas.

The individual executing this document on behalf of the event organizer affirms that he is authorized to do so.

No modification of this document shall be valid unless in writing and signed by the Parks Department.

All applicants must be 21 years of age.

There is a \$20.00 return fee for ALL returned checks. Customer will be responsible for all costs of enforcement and collections including court costs and reasonable attorney fees.

Reservation Rates

Nonprofit and School groups: \$100.00 and a \$100 cleanup deposit. Cleanup deposit is returned after event if the amphitheater is clean and no damages occurred.

Profit groups: \$150.00 and a \$150 cleanup deposit. Cleanup deposit is returned after event if the amphitheater is clean and no damages occurred.

All reservations require a 50% deposit that is applied to the total. No date will be reserved without this deposit.

Signature of Renter _____ DATE _____

Approval _____ DATE _____