



2012

**CITY OF PRESCOTT
Bandwagon Rental Agreement**



Date of Requested Use: _____
Set-Up Time: _____

Tear-Down Time: _____

RATES AND FEES (X those that apply)

Band Shell:	<u>Private/Commercial</u>	<u>Nonprofit/Service Groups</u>
<input type="checkbox"/> DAILY	\$275	\$200
<input type="checkbox"/> FOR TWO DAYS	\$425	\$325
<input type="checkbox"/> ADDITIONAL DAY	\$75	\$75

Refundable Damage and Security Deposit: \$500

Other Options:

- Extended Stage Platform: Add \$100.00 per day
- Theatre Lighting Package: Add \$100.00 per day

Set Up Charges: includes set-up and take down only. This does not include city staff remaining with the bandwagon for the duration of the event. If city staff is required to stay the duration, a request with explanation must be submitted to the Recreation Services Director and an additional fee of \$36 per hour will be assessed.

- Basic set-up (2 employee minimum, during regular business hours, M-F, 8am-5pm) - \$300
- Basic set-up (2 employee minimum, outside regular business hours) - \$400
- Extended stage set-up (3 additional employees minimum, regular business hours)-\$500
- Extended stage set-up (3 additional employees minimum, outside business hours)-\$700

Rental amount will be billed after event. Payment of any outstanding balance (after crediting any remaining damage and security deposit) is to be made within 30 days of billing. Refunds of any unused damage and security deposit will be made by the City within 30 days of billing.

Renter must provide a Certificate of Insurance showing the City of Prescott as additional insured to the following limits:

Public Liability:	\$1,000,000.00 per occurrence
	\$2,000,000.00 aggregate
Property Damage:	\$100,000.00

Certificate of Insurance AND Damage and Security Deposit must be received 14 days prior to scheduled event. Failure to comply will result in cancellation of reservation.

Cancellation must be received by Recreation Programming Office at least one week prior to event for renter to receive full refund of damage, failure to notify Recreation Programming Office one week prior to cancellation will result in forfeiture of damage deposit.

Please call 777-1552 for Bandshell availability or to request a formal application. City of Prescott Staff will meet with the renter prior to event to approve set up location unless said event is a repeated event. At this time, City of Prescott Staff will advise the renter of any additional equipment that may be required.

In the event of scheduling conflicts, City of Prescott events have priority over any and all other events. Renter assumes responsibility and insurance coverage for the Bandshell at moment of drop-off until pick-up has been made by Parks and Recreation personnel. **If the event is scheduled to run past 11:00pm, said renter is required to provide overnight security for the bandwagon up to the time City of Prescott retrieves the bandwagon.** Renter is responsible for any and all damage which occurs to the Bandwagon during the period of rental. NO DUCT TAPE, masking tape, nails, screws, staples, paint, or any other damaging material may be attached to the interior or exterior surface of the stage. Such damage will be assessed a fee and will result in forfeiture of the damage and security deposit equal to the damage. Hooks are provided for hanging banners. The City of Prescott logos on the interior of the open stage must be exposed at all times. Chairs, tables, music stands and other furnishings are not included in rental costs. The City is not responsible for items or equipment left on the Bandshell. Pre- and post-event inspections of the Bandshell will take place with both City Staff and renter present.

Renters must provide their own pre-approved power supply. Power supply must be protected by a 50-amp breaker or fuse. City of Prescott will provide one 60-ft. cord to be plugged into no greater than 50-amp receptacle protected by breakers or fuses. Tampering with the Bandshell and/or equipment will result in forfeiture of \$500 of the damage and security deposit. City Staff will approve final equipment/power set-up.

The Bandwagon shall not be used in winds exceeding 30 mph, or in severe weather warnings or storms. If bad weather cancels event, renter may receive pro-rated refund of rental fee; however, renter still must pay any staff costs. Refund schedule of charges is as follows:

Weather prevents site delivery, event canceled	100% refund
Site delivery accomplished, weather prevents set-up	100% refund
Set-up completed, weather cancels event	75% refund

In the case of a rental of more than one day, pro-rated schedule of refunds will consider length of time in use vs. length of time of rental period.

Parks & Recreation Staff Member reserves the right to cancel the stage rental for unforeseen circumstances. Refund schedule of charges as above will apply.

Bandwagon rentals are limited to the Tri-City areas.

Renter agrees not to keep or have on the Bandwagon any article or item of a dangerous,, inflammable or explosive character that might unreasonably increase the danger of fire, or that might be considered hazardous or extra hazardous by any responsible insurance company.

The City shall not be liable for any personal injury to Renter or his agents, or to any other occupant or invitee of any part of the Bandwagon, or for any damage to any property of the Renter or of any other occupant or invitee of the Bandwagon, irrespective of how such injury or damage may be caused, whether from action of the elements or acts of negligence of the Renter or the City.

Renter hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of the Renter's use of the Bandwagon, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the Renter or his/her agents, or whether by the acts or omissions of third persons. The Renter further releases and discharges the City, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which the Renter has or may have against the City, its agents or employees, arising out of or in any way connected with the Renter's use of the Bandwagon.

Renter further agrees that it will neither hold itself out nor claim to be an officer or employee of the City by reason of this agreement. This agreement is not transferable to any other party.

I UNDERSTAND AND AGREE TO ABIDE BY THE PROVISIONS OF THIS AGREEMENT.

THIS AGREEMENT entered into this the _____ day of _____, 20____.

Signature _____ Daytime Phone _____

Name (Printed) _____

Name of Organization (if applicable) _____

Street Address _____ Mailing Address (if different) _____

City/State/Zip _____

For the City or Prescott Parks, Recreation & Library Department _____ Date _____