



2021



CITY OF PRESCOTT Portable Stage Rental Agreement

Date of Requested Use: _____

Set-Up Time: _____

Tear-Down Time: _____

Delivery Location: _____

Tear down time is the actual time staff can begin tear down. If tear down cannot begin at the specified time event promoter will be assessed a \$75 per hour stand by fee.

RATES AND FEES (X those that apply)

Portable stage:	<input type="checkbox"/> <u>Private/Commercial</u>	<input type="checkbox"/> <u>Nonprofit/Service Groups</u>
Basic Portable Stage Set-Up		
<input type="checkbox"/> DAILY	\$325	\$250
<input type="checkbox"/> FOR TWO DAYS	\$475	\$375
<input type="checkbox"/> ADDITIONAL DAY	\$100	\$100

Refundable Damage and Security Deposit: \$500

Extended Portable Stage Set-up 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 portable stage 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)-\$350

Extended stage set-up (3 additional employees minimum)-\$600

For outside of Prescott

\$150 Flat fee for out of Prescott Area

\$95 per hour for transport of stage to and from

\$40 per hour- Wait on location time

\$65 per hour for additional transport (for extensions setup) to and from

\$45 per hour for additional staff (for extensions setup) Starts when leave Prescott

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 the Certificate Holder and the additional insured. The City also requires an "Additional Insured Endorsement" along with the Certificate of Insurance. Both the Certificate of Insurance and

the Additional Insured Endorsement must be provided at least two (2) weeks prior to the event. The person/organization listed on the certificate must be the applicant. Minimum limits are as follows:

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

Damage and Security Deposit must be due upon request of the reservation. Failure to comply will result in cancellation of reservation.

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

Please call 777-1552 for Portable stage availability or to request a formal application.

Recreation Services Staff will meet with the renter prior to event to approve set up location unless said event is a repeated event. At this time, Recreation Services 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 Portable stage at moment of drop-off until pick-up has been made by Recreation Services Staff. **If the event is scheduled to run past 11:00pm, said renter is required to provide overnight security for the portable stage up to the time City of Prescott retrieves the portable stage.** Renter is responsible for any and all damage which occurs to the Portable stage 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 Portable stage. Pre- and post-event inspections of the Portable stage will take place with both Recreation Services 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** 100-ft. cord, 2 spider boxes and 25 feet of cord protectors. The cord is to be plugged into no greater than 50-amp receptacle protected by breakers or fuses. Tampering with the Portable stage and/or equipment will result in forfeiture of \$500 of the damage and security deposit. City Staff will approve final portable stage set-up.

The Portable stage shall not be used in winds exceeding 30 mph, or in severe weather warnings or storms. If inclement 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.

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

Renter agrees not to keep or have on the Portable stage any article or item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion, 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 Portable stage, or for any damage to any property of the Renter or of any other occupant or invitee of the Portable stage, 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.

To the fullest extent allowed by law, Renter hereby agrees to indemnify, defend and hold harmless the City, its departments and divisions, its employees, agents, representatives, officers, officials and volunteers from any and all claims, liabilities, expenses or lawsuits resulting from the Renter's use of the Portable stage, 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 employees, agents, representatives, officers, officials, volunteers 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 departments and divisions, its employees, agents, representatives, officers, officials and volunteers, arising out of or in any way connected with the Renter's use of the Portable stage.

Renter further agrees that it will neither hold itself out nor claim to be an officer, agent, representative or employee of the City by reason of this agreement. This Agreement is not transferable to any other party. There can be no third-party beneficiaries to this Agreement.

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 Recreation Services Department _____ Date _____