



I. Reservation Procedures, Deposits, Refunds, and Fees

1. Reservation Procedures:

a) The Grandview Amphitheater welcomes promoters and private renters, while also facilitating our own in-house shows and festivals. The venue is capable of hosting crowds of up to 8,000. You may call the Grandview Parks and Recreation Department at (816)316-4888 during regular business hours, 8:00 A.M. to 5:00 P.M., Monday through Friday to obtain rental information about the Amphitheater.

b) The use of the Amphitheater is determined on a first come, first serve basis and may be booked one (1) year in advance (unless otherwise determined by the City of Grandview). Dates will not be "reserved" and reservations are not confirmed until the Agreement is completed and signed by the Renter and received by the Parks and Recreation Department and all appropriate fees have been paid. Management reserves the right to approve or deny event requests.

c) A Non-Refundable booking deposit is required on the day that the Amphitheater agreement is signed. The required amount is 50% of the total reservation cost.

d) The Renter shall be at least twenty-one (21) years of age and must be on-site for the duration of the Activity. Failure to comply could result in the forfeiture of the Activity and Expenses paid to City.

e) Any reservation for which a rental fee is involved, the remaining balance of the rental amount must be paid 2 weeks prior to day of reservation. There is a \$1,000 refundable, damage deposit that is due at the time of booking the reservation. Additional charges may be assessed for property damages and extended occupancy periods. The Renter shall pay all charges in excess of the deposit within 15 days once damage estimates have been made. If Renter violates any of the terms or conditions of the Agreement, the City shall have the right to immediately terminate without notice or refund, and the City may pursue all of its rights and remedies at law or in equity including, without limitation, the right to recover court costs and attorney fees. See deposits and refunds.

2. Refunds:

a) The City of Grandview will retain the rental deposit if the event is canceled. Deposits may be transferred by the same renter to a different day, if the new rental date is available, and a \$25 fee is applied. The new rental date must be specified when requesting the transfer. A transfer of a deposit can only be done once. Deposits must be applied to a rental date or forfeited.

b) Approval of the Agreement will be granted with the understanding the City reserves the right to cancel the Agreement, with or without notice, and refund all monies paid in the event that the Amphitheater becomes unavailable because of some physical condition.

c) Refunds will not be issued due to rain or any other weather situation. However, if the Activity is cancelled due to weather prior to the scheduled date of the scheduled Activity, the City will work with the Renter to reschedule the Activity, as long as the schedule permits the Activity to be rescheduled within the same calendar year.

d) Any unused portion of the damage deposit may be refunded to the Renter after the Activity. However, the damage deposit of \$1,000 may be held at the discretion of the City for any period of time necessary to determine the full extent of damages. If Renter violates any of the terms or conditions of the Agreement, the City shall have the right to immediately terminate without notice or refund, and the City may pursue all of its rights and remedies at law or in equity including, without limitation, the right to recover court costs and attorney fees.

3. Rental Fees/Deposits:

See Amphitheater Rental Rates Document.

II. General Information/Rules:

1. Confirmed Reservations:

No oral agreements for use of the Amphitheater shall be valid. All reservations must be confirmed with the completion of the Agreement and payment of all appropriate fees.

2. Abusing Policies:

The Parks and Recreation Director and his/her designee reserve the right to refuse any group the privilege of using the Amphitheater due to abusing policies of the Amphitheater or City. In addition, any group charged with a second occurrence of abuse may be barred from making any further reservations. If Renter violates any of the terms or conditions of the Agreement, the City shall have the right to immediately terminate without notice or refund.

3. Conduct/Behavior:

a) The City through its representatives, agents, and employees, reserves the right to control all Activities at the Amphitheater and to eject any person(s) who is objectionable and causes disfavor to the rules and regulations.

b) The City through its representatives, agents, and employees, may revoke any permit previously granted at any time if it is determined that the application for permit contained any misrepresentation or false statement, or that any condition set forth in the policies governing the permit requested is not being complied with, or that the safety of the participants in the Activities of the applicant or other patrons of or visitors to the Amphitheater is endangered by the continuation of such Activity.

c) Renters, its agents, servants, employees, assigns, successors, invitees, and licensees at all times agree to fully abide by City rules and regulations.

d) Renter is responsible to see that all Activities are properly controlled; all rules are enforced, and must have a designated person(s) of authority on site at all times and be readily accessible to City staff.

e) Renter agrees that he/she will, to the extent possible, take every action necessary to prevent any and all disorderly or boisterous conduct or immoral practices of any kind and/or about the premises by its agents, servants, employees, assigns, successors, invitees and licensees.

4. Weather:

It will be the responsibility of the Renter to make provisions for rain or severe weather. However, the City has the right to terminate an Activity due to inclement weather that could pose a hazard to the guests, performers, staff or the Amphitheater.

5. Laws and Ordinances:

All groups using the Amphitheater shall comply with all laws whether they are federal, state, county or local to include all ordinances of the City of Grandview and all rules, regulations and requirements of the Police and Fire. Fire lanes must remain clear at all times. Any group using the Amphitheater shall agree to abide by and conform to all rules and regulations which may be adopted from time to time. Included would be any and all alterations that might be imposed on the operational hours and utilization policies.

6. Anti-Discrimination:

Discrimination by the Renter, its agents or employees, on account of age, race, color, religion, sex or national origin, in the use of or admission to the premises is prohibited.

7. Defacement of Facility:

No decorative or other materials shall be nailed, tacked, screwed or otherwise physically attached to any part of the Amphitheater without special permission from the City representative in writing. Any group using the Amphitheater agrees to leave the premises in as good of condition as it was prior to their usage. It is also understood by all groups bound by the Agreement that all or part of their deposit will be held should Renter not comply with this policy.

8. Amphitheater Curfew:

Due to the location of the facility and the importance of maintaining a positive relationship with our neighbors, all Activities at the Amphitheater may not begin until 8:00am, and must end by 11:00pm on Friday and Saturday (Holidays), and 10:30pm Sunday through Thursday. Extensions to this curfew can be granted if requested in advance and only under extenuating circumstances by the Director of Parks and Recreation or his/her designee. The Renter and his/her guest shall vacate the premises no later than 12:00am on Friday and Saturday (Holidays), and 11:30pm Sunday through Thursday.

9. Copyrights/Royalty Fees:

Renter agrees, represents and warrants that nothing contained in the program, performance, and exhibition or in any other way connected with Renter's Activities under the Agreement shall violate or infringe upon any copyright, patent, right of privacy or other statutory or common law right of any person, firm or corporation. Further, Renter warrants that all programs, performances, concerts, etc., to be performed under the Agreement involving works protected by statutory or common law copyrights or other proprietary law have been duly licensed or otherwise authorized by the owners of such works or legal representatives thereof. Renter further agrees to indemnify and hold harmless. The City of Grandview, its agents and employees, from any and all claims, fees expenses or costs including legal fees asserted or incurred with regard to such warranty.

10. Noise/Sound Ordinance:

Sound levels at the Amphitheater are not to exceed those levels established by the City. Monitoring of sound levels may be taken periodically throughout the Activity as well as during set-up. The City has established a

noise control policy for the Amphitheater. Should sound levels exceed the established level, or cause a disturbance as deemed by the Police Department, City representative will direct that the volume be turned down, failure to comply with such a direction shall be cause for fines, termination of the Activity and forfeiture of deposit and rental fees. The maximum allowable noise level for concerts will be 95 decibels recorded at the Concession/Restroom area.

11. Tents, containers, Ice-Chests, Outside Food and Drink, Lawn Chairs, Smoking, and Pets:

Amphitheater Rules allow Tents to be used by vendors and must use concrete buckets to secure the tent. Renter is responsible for Vendor fee of \$150 for food trucks for public events. Food Trucks are not allowed inside the Amphitheater fencing. Rule prohibit containers, ice-chests or outside food and drink from being brought into the Amphitheater during certain Activities. No glass will be permitted. Lawn chair/small blanket seating is designated in the Lawn Terrace area. Smoking is allowed within the Amphitheater at designated areas. Items are subject to change without notice.

12. Security:

The Amphitheater is an open-air, unsecured, public facility. The City is not responsible for restricting access during Activities. Renter will agree to employ at their sole expense, City of Grandview police officers to be present at least sixty (60) minutes prior to the beginning of the Activity, during the entire event, and up to sixty (60) minutes thereafter. The cost is \$80 per hour for 2 Grandview Police Officers. The City reserves the right to and shall have the authority to stipulate a reasonable number of officers which it deems to be necessary for a particular Activity so as to insure the safety of the public, the premises and the Amphitheater at all times during which the Amphitheater is used and occupied by Renter, or by persons authorized by Renter. The City shall inform Renter as to the number of officers that will be required. The City shall contact the Grandview Police Department to schedule the officers. The Rental shall pay for assigned officers before event prior to activity as part of their agreement. Additional cost will be added if the Grandview Fire Department is required to be present.

In addition, The Renter is responsible for providing staff to conduct bag checks and provide crowd control.

13. Clean Up:

Renter must vacate the premises no later than 12:00am on Friday and Saturday (Holidays), and 11:00pm Sunday through Thursday, unless pre-arranged in writing. Any items left will result in an additional day rental charge. No Exceptions.

a. Personal Property – Renter must remove all personal property/equipment (i.e. lighting, audio/visual, tables, chairs, tents, etc.).

b. Trash - Renter is responsible for the collecting and bagging of all paper, trash, debris resulting from their use of the Amphitheater and understands that if such clean up is not completed immediately following the Activity. For large events, a dumpster will be provided by the City which is included in deposit fee.

A number of trash containers, each lined with a bag, will be provided by the Parks and Recreation Department and are located throughout the Amphitheater. All excess trash and/or bulk items that will not fit into the trash containers shall be emptied/disposed into large trash bins/dumpsters located at the Amphitheater parking lot, until full (trash bin lid most close completely). Additional debris must be removed by the Renter.

c. Plaza's/Walkways - Renter will be responsible for the cleaning off of all debris from the plaza's and walkway's (i.e. oil, grease, soda, candle wax, etc.).

14. Equipment:

All equipment and decorations used in conjunction with an Activity at the Amphitheater must be free standing. Anchoring equipment and/or decorations to buildings, trees, tree grates, lamp posts, hand rails, etc. is not allowed. Any equipment other than the basic "house equipment" needed for the Activity must be provided by the Renter and rented from the City's preferred equipment provider, Soundcheck. If "house equipment" is used, it must be returned in the same condition as rented. Failure to comply with this policy will result in a charge for full replacement or repair cost of equipment charged to the City of Grandview from supplier.

15. Turf Areas:

The Amphitheater features an underground irrigation/sprinkler system to keep the turf in top condition. To protect the underground water lines and sprinkler heads, driving stakes, fence posts, flags, etc. is not allowed. No Exceptions. The placement of equipment in lawn areas (i.e. risers, platforms, tables, speakers, lights, chairs, etc.) is not allowed without the expressed written consent of the Parks and Recreation Director or his/her designee.

16. Parking:

Renter that charge a parking fee, will be required to pay Grandview Parks and Recreation a fee of \$250. If the event goes until dusk, the Renter will be responsible to provide lighting for the parking lot. Parking attendants will not be provided by The City and therefore the Renter must provide parking attendants for large events.

17. Promotions/Advertising:

Promotions/advertising and announcements shall not be made public prior to approval of the Agreement by the Parks and Recreation Department. Tickets will not be sold prior to approval of the Agreement. The Renter and/or promoter shall include a statement of Amphitheater Rules prohibiting containers, ice-chests and outside food and drink on all advertisements for their Activity if such are prohibited at the Activity. All visual media will also include where parking has been approved with all fees associated with parking. All advertisements will mention the "Grandview Amphitheater" and include approved GrandviewAmp.com and Grandview Amphitheater Logo.

18. Insurance Requirements:

When appropriate, the Renter may be required to procure and maintain, at its sole cost and expense for the duration of this Agreement, Comprehensive General Liability insurance in the name of the Renter. The need for this coverage will be based on several pre-determined criteria developed by the City and will be handled on a case-by-case basis. If required, the insurance policy must cover, in addition to the general public, all entertainers and their support staff and any other individual participating in or attending the Activity for which the facility is rented. The General Liability insurance shall be written by a carrier with an A:VII or better rating in accordance with the current Best Key Rating Guide, and only insurance carriers licensed and admitted to do business in the State of Missouri will be accepted. Renter must furnish proof of coverage through a Certificate of Insurance naming the City of Grandview as an additional insured along with an endorsement page prior to a City representative signing contract. No advertisements of events can be made until all documents are signed and agreed upon.

The City will not be liable for any claims for injury of damages resulting from or arising out of the use of the Amphitheater or premises adjacent thereto and the Renter agrees to indemnify the City and hold it harmless against any and all such claims, damages, losses, and expenses.

If requested by the City, the Renter shall carry the following standard insurance policies along with their respective minimum coverage amounts required:

a) Commercial General Liability Policy:

- General aggregate of \$3,000,000 and
- Minimum of \$1,000,000 per occurrence
- Coverage shall be at least as broad as the most current ISO CG form (as of the writing of this from ISO CG 00 0196)
- No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and accepted by the City.

The following are general requirements, which are applicable to all policies:

- 1) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- 2) Claims-made policies will not be accepted.
- 3) The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, agents, servants, representatives, volunteers, subcontractors and employees.
- 4) Certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City without cost to the City prior to the scheduled Activity usage.

19. Renter's Release and Hold Harmless.

In consideration of being permitted to rent the Amphitheater for the Activity, the Renter agrees as follows:

"No liability either express or implied, will be incurred by the City, its agents, servants, and employees, arising out of the use of the premises by Renter, its agents, servants, employees, assigns, successors, invitees and licensees, during the date and time specified in the Agreement. Renter agrees to indemnify and save harmless the City, its agents, servants, employees, from and against any and all liability for damages arising from injuries to persons or damage to property occasioned by any negligent acts or other omissions of Renter its agents, servants or employees, including any and all expense, legal or otherwise, which may be incurred by the City or its agents, servants or employees, in defense of any claim, action or suit, irrespective of any claim that an act, omission or negligence of the City or its agents, servants or employees contributed to such injury or damage."

All Amphitheater Rules are subject to the discretion of the City. The City reserves the right to modify or waive any rules as it deems necessary and in the best interest of the City. The City reserves the right at their discretion to deny access to any group wishing to rent the Amphitheater without cause.

Failure to comply with Amphitheater Rules as well as the City's Park rules and regulations may result in the cancellation of the reservation(s), forfeiture of all fee/deposits, and forfeiture of the right to use the Amphitheater in the future. Permits are revocable at any time for violation of rules, ordinances, federal, state, county or local laws.

20. Concessions and Alcohol

Concession facility is NOT included in rental and will not be open to private reservations. Beer/wine may be sold as long as permits are obtained and given to Grandview Parks and Recreation management 2 weeks prior to the event. If permits are not turned in 2 weeks prior to the event, The City may deny beer/wine sales at the event.