

**RESOLUTION NO. 1322-2015**

**A RESOLUTION OF THE CITY COMMISSION  
OF THE CITY OF QUINCY, FLORIDA,  
RELATING TO THE TANYARD CREEK PARK  
AMPHITHEATER; ADOPTING RULES AND  
REGULATIONS FOR THE TANYARD CREEK  
PARK AMPHITHEATER; ADOPTING A FEE  
SCHEDULE FOR RENTAL OF SUCH  
FACILITY; ADOPTING A RENTAL  
AGREEMENT FOR THE TANYARD CREEK  
PARK AMPHITHEATER; AND PROVIDING  
AN EFFECTIVE DATE.**

**WHEREAS**, the City of Quincy, Florida, is the owner and operator of a public amphitheater facility known as the Tanyard Creek Park Amphitheater; and

**WHEREAS**, the City of Quincy constructed the Tanyard Creek Park Amphitheater for the promotion of the arts, music, civic, business, social and recreational activities, while also allowing the City to host its own City sponsored shows and festivals; and

**WHEREAS**, the Tanyard Creek Park Amphitheater is located in close proximity to a residential area of the City, making it essential that use of the facility be carefully and thoughtfully regulated; and

**WHEREAS**, the City Commission of the City of Quincy desires to establish rules and regulations, rental fees and a rental agreement for the use of the Tanyard Creek Park Amphitheater in order to protect the public investment in such facility, to promote and protect the public health, safety and welfare, and to ensure that use of the facility is consistent with good community morals and values.

**NOW THEREFORE, be is ADOPTED AND RESOLVED by the City Commission of the City of Quincy, Florida, as follows:**

1. The recitals above are incorporated herein by reference and made a part hereof.
2. The City Commission of the City of Quincy hereby approves and adopts the Tanyard Creek Park Amphitheater Rules and Regulations attached hereto as Exhibit "A."
3. The City Commission hereby approves and adopts the Tanyard Creek Park Amphitheater Rental Agreement attached hereto as Exhibit "B."
4. The City Commission hereby approves and adopts the Tanyard Creek Park Amphitheater Rental Fee Schedule attached hereto as Exhibit "C."

5. Use of the Tanyard Creek Park Amphitheater shall be consistent with such rules and regulations, including fee schedule, and rental agreement, as may be amended from time to time by resolution of the City Commission.

6. This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** by the City Commission of the City of Quincy, Florida, this  
10<sup>th</sup> DAY of February 2015.

BY:



Derrick Elias  
Mayor and Presiding Officer  
of the City Commission of the City of Quincy, Florida

ATTEST:



Sylvia Hicks  
Clerk of the City of Quincy and  
Clerk of the City Commission thereof

Attachments:

Exhibit "A" – Tanyard Creek Park Amphitheater Rules and Regulations

Exhibit "B" – Tanyard Creek Park Amphitheater Rental Agreement

Exhibit "C" – Tanyard Creek Park Amphitheater Rental Fee Schedule

## **TANYARD CREEK PARK AMPHITHEATER**



### **Rules and Regulations**

#### **1. RESERVATION AND RENTAL PROCEDURES:**

- (a) The Amphitheater welcomes community groups, civic groups, non-profit organizations, private groups, for-profit organizations, promoters and renters use of the Tanyard Creek Park for the promotion of the arts, music, civic, business, social and recreational Activities, while also hosting its own in-house shows and festivals, capable of hosting crowds of up to 8,500. Information regarding rental of the Amphitheater may be obtained by contacting the City of Quincy Parks and Recreation Department at (850) 618-0042 x 8295 during regular business hours, 8:30 A.M. to 5:00 P.M., Monday through Friday.
- (b) Amphitheater usage is by permit only.
- (c) The use of the Amphitheater is determined on a first come, first served basis and may be reserved up to one (1) year in advance. Reservations are not confirmed until the Agreement is approved by the City and all appropriate fees have been paid.
- (d) The Lessee shall designate those individuals who must be on-site during the Activity and who are responsible for assuring compliance with these Rules and Regulations. Failure to comply could result in the forfeiture of the Activity.
- (e) The rental fee must be paid in advance as required below. Additional charges may be assessed for property damages The Lessee shall pay all additional charges for damage in excess of the deposit within thirty (30) days of written demand therefore by the City. If Lessee 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.

**2. RENTAL FEES:**

(a) Rental fees are established and revised from time to time by a resolution adopted by the City Commission. The base rental rate covers a full day of usage for each scheduled Activity.

(b) Rental Fees for the Amphitheater shall be determined by the classification of the reserving party. All parties wishing to rent the Amphitheater shall be classified by one of the following:

**Private Activity:** Private events are those that restrict the general public's access to the amphitheater site, by either physical barriers or by personnel, or Activity that is permitted to erect such barriers, or otherwise restrict the general public, such as weddings, reunions, company picnics, and political events or fundraisers. Other than as relates to political events or fundraisers, this shall be a rental where the public is generally not invited and the Activity is not advertised.

**Commercial Activity:** Use by an individual, organization, or company charging admission fees on or off the premises, or the selling of merchandise on the premises where the motivation in holding the Activity is for profit making.

**Professional Promotional Activity:** Professional Promotional Activity is an activity, that in the sole discretion of the City Commission, brings professional level artists, musicians, singers and other talent, who have attained national or regional prominence to the general public or to a portion of the general public and/or where there is a charge for admission, fees on or off the premises, or the selling of merchandise on premises. Local performers, defined as those with a residence within 100 miles of the Amphitheater, shall be treated as a Commercial Activity.

**Non-Profit Activity:** A Non-Profit Activity is an activity solely established, operated, and promoted by an incorporated not-for-profit organization which exists for educational or charitable reasons, and from which its shareholders or trustees do not benefit financially. There shall be no ticket sales, entry fees or for-profit selling of merchandise on the premises. Not-for-profit entities desiring to engage in ticket sales, charge admission fees or engage in merchandise sales shall be treated as a Commercial Activity or Professional Promotional Activity, as appropriate.

(c) Service Personnel Fees (staff costs): In addition to the base rental fee, all rentals shall require the use of additional Amphitheater staff/service personnel. These fees are based on twenty-five (25) dollars per hour per staff person. The amount of staff and hours needed will

vary depending on the type and length of the activity. See also, Section 4(n) herein below for fees associated with any special events security plan that may be required.

**3. DEPOSITS:**

(a) Rental Deposit/Rental Fees: Lessee agrees to pay a rental deposit in an amount equal to fifty (50) percent of the base rental fee, which is to reserve the use of the Amphitheater for the Activity on the specified date(s) and time(s). Said rental deposit is due at the time the Amphitheater is reserved. The Rental Deposit fee shall only be refundable as specifically provided hereunder. Furthermore, Lessee agrees to pay the remaining balance of the base rental fee, as well as all other fees owed, not later than thirty (30) calendar days prior to the scheduled Activity.

(b) Damage Deposit: A Damage deposit will be required for all Activities. Lessee agrees to pay this deposit in the amount equal to fifty (50) percent of the base rental fee and it shall be paid not later than thirty (30) calendar days prior to the Activity.

(c) All deposits and/or fees must be paid in cash, credit card, money order, or certified check. (Note: If paying by cash or credit card, fees must be paid at the Customer Service Department. All other payment methods may be paid at the Parks and Recreation Department.)

**(d) Refunds:**

(1) Refunds of fees and deposits require advance written notice of cancellation not less than thirty (30) days prior to rental date. Advanced payments may be credited to a future date, as long as the schedule permits the Activity to be rescheduled. Cancellation notice of less than thirty (30) days of scheduled Activity will result in forfeiture of all deposits and rental fees. If lessee rents the Amphitheater inside of the thirty (30) day period, lessee understands that any cancellation by lessee will automatically result in fees not being refunded.

(2) 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 due to any condition deemed necessary by the city.

(3) Refunds will not be issued due to rain or any other weather condition. However, if the Activity is cancelled due to weather prior to the scheduled date of the scheduled Activity, the City will work with the Lessee to reschedule the Activity. Notwithstanding the foregoing, the City has the right to terminate an activity due to inclement weather that poses a hazard to guests, performers, staff or amphitheater.



(4) Any unused portion of the damage deposit may be refunded to the Lessee after the Activity. However, the damage deposit may be held at the discretion of the City for any period of time necessary to determine the full extent of damages.

(5) If Lessee 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.

**4. GENERAL INFORMATION/RULES:**

(a) 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.

(b) Reservation of Right to Refuse Use: The City Commission, City Manager, Parks and Recreation Director and/or other designee, reserve the right to refuse any prospective lessee the privilege of using the Amphitheater if, based on the available information, the anticipated activity is likely to be unreasonably disruptive to the surrounding neighborhood, too large for the available seating capacity, disorderly, dangerous to persons or property, or is in any other way likely to be inconsistent with the terms and conditions of these Rules and Regulations. If Lessee violates any of the terms or conditions of the Agreement, the City shall have the right to immediately terminate without notice or refund.

**(c) Conduct/Behavior:**

(1) The City through its representatives, agents, and employees, reserve the right to control all Activities at the Amphitheater and to eject any person(s) who is\are objectionable and acts contrary to the rules and regulations.

(2) 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.

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

(4) Lessee 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.

(5) Lessee 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.

(6) Lessee agrees that all performers will conduct themselves with due regard to the public conventions and morals. The entertainer(s) shall not, either while rendering such services to the producer or in his private life, commit an offense involving moral turpitude under Federal, state or local laws or ordinances. The act shall not do or commit any act or thing that will tend to degrade them in society or bring them into public hatred, public disrepute, contempt, scorn, or ridicule, or that will tend to shock, insult or offend the community or public morals or decency.

(d) Lessee's Property: The City shall assume no responsibility for any property placed on or in the Amphitheater or other park facilities and grounds. Furthermore, the City is released and discharged from any and all liability for loss, injury, or damage to persons or property that may be sustained by the use or occupancy of the Amphitheater, park facilities and grounds.

(e) Weather: It will be the responsibility of the Lessee 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.

(f) Laws and Ordinances: All groups using the Amphitheater shall comply with all laws; Federal, State, County or Local, including all ordinances of the City of Quincy and all rules, regulations and requirements of the Police and Fire Departments. 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.

(g) Anti-Discrimination: Discrimination by the Lessee, 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.

(h) 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. 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 Lessee not comply with this policy.



(i) Amphitheater Hours of Operation: 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 any day until 8:00am, and must end by 10:00pm on Friday and Saturday (Holidays), and 8:00pm Sunday through Thursday.

(j) Copyrights/Royalty Fees: Lessee agrees, represents and warrants that nothing contained in the program, performance, exhibition or in any other way connected with Lessee'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, Lessee 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. Lessee further agrees to indemnify and hold harmless. The City of Quincy, its agents and employees, from any and all claims, fees expenses or costs including legal fees asserted or incurred with regard to such warranty.

(k) Noise/Sound Ordinance: Sound levels at the Amphitheater are not to exceed 85dBAs as measured at the mixing board for the performance. Monitoring of sound levels shall be accomplished by use of a calibrated sound level meter and may be taken periodically throughout the Activity. Should measured sound levels exceed that established above, a City representative has the authority to direct that the volume be turned down; failure to comply with such a direction shall be cause for termination of the Activity and forfeiture of deposit and rental fees.

(l) Containers, Ice-Chests, Outside Food and Drink, Smoking, Pets, Barbeque Grills and Food Preparation Activities: Except for Private Activities, containers, ice-chests or outside food and drink shall be prohibited from being brought into the Amphitheater. Pets (excepting service animals) and smoking are prohibited within the Amphitheater. Use of barbeque grills and other food preparation activities shall be undertaken only in hard surfaced areas specifically designated for such uses.

(m) Vendors. Each vendor will be required to fill out a vendor contract and will be required to obtain a business license from the City of Quincy Clerk's office.

(n) Security: The Amphitheater is an open-air, unsecured, public facility. The City is not responsible for restricting access during Activities. In the event the City determines that security is required, Lessee will agree to employ at their sole expense, City of Quincy off-duty police officers and/or private security approved by City Staff to be present at least (1) hour prior to activity. The City shall direct Lessee to the Police Department to determine the availability of officers. If required, a security plan shall be submitted to the City not less than thirty (30) days prior to the event. The City reserves the right to prepare a special events



security plan which, among other things, requires use of off-duty law enforcement personnel to provide additional security, law enforcement and traffic control. Such services shall be charged at a rate of twenty-five (25) dollars per hour based on the total estimated personnel time. A deposit of fifty (50) percent of such security service fee shall be paid not later than thirty (30) days prior to the activity, the balance due not later than the beginning of the activity.

(o) Vacating and Clean Up:

(1) Vacating property- Lessee must load out and shall vacate the premises no later than 1:00 a.m. on Friday and Saturday (Holidays), and 11:00 p.m. Sunday through Thursday, unless prearranged in writing. Failure to vacate within the designated time shall result in an additional day rental charge.

(2) Personal Property- Lessee must remove all personal property/equipment (i.e. lighting, audio/visual, tables, chairs, tents, etc.). This includes personal property owned by the Lessee, as well as property borrowed or leased.

(3) Trash- Lessee is responsible for the collecting and bagging of all paper, trash, debris resulting from their use of the Amphitheater and understands that if such cleanup is not completed immediately following the Activity, the City reserves the right to remove all personal property, paper, trash, and debris and to withhold the entirety of the security deposit. A number of trash containers, will be provided by the Parks and Recreation Department and are located throughout the Amphitheater. (Who will remove the trash from the City containers?).

(p) Equipment: All equipment and decorations used in conjunction with an Activity at the Amphitheater must be free standing. Anchoring equipment and/or decorations to trees, tree grates, lamp posts, hand rails, etc. is not allowed. All equipment must be provided by the Lessee.

(q) 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. The placement of equipment in lawn areas (i.e. risers, platforms, tables, speakers, lights, chairs, etc.) is not allowed.

(r) Parking: Parking is available off Martin Luther King Blvd in the adjacent Football field and the empty field on the South side of Martin Luther King Blvd (contact the Gadsden County School Board). Permission to park vehicles associated with any activity must be obtained directly from the owners of those parcels where vehicles are to be parked. A parking plan must be approved not later than sixty (60) days prior to the Activity. Parking on the City road rights-of-way shall be prohibited.

(s) Promotions/Advertising: Promotions/advertising and announcements shall not be made public prior to approval of the Agreement and payment of the Rental Deposit. Tickets shall not be sold prior to approval of the Agreement and payment of the Rental Deposit. The Lessee and/or promoter shall include an internet link to Amphitheater Rules on all advertisements and promotional materials. Advertisement and promotional materials shall also identify where parking has been approved.

(t) Insurance Requirements: The Lessee shall procure and maintain, at its sole cost and expense, Comprehensive General Liability insurance in the name of the Lessee fully covering the Activity. The insurance policy must cover, in addition to the general public as invitees, 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 Florida will be accepted. Lessee must furnish proof of coverage through a Certificate of Insurance naming the City of Quincy as an additional insured along with an endorsement page two weeks prior to the Activity. Coverages shall meet the following minimum policy limits:

Commercial General Liability Policy:

- General aggregate of \$2,000,000
- 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 not less than thirty (30) calendar days prior to the scheduled Activity usage.



(u) Lessee's Release and Hold Harmless. In consideration of being permitted to rent the Amphitheater for the Activity, the Lessee 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 Lessee, its agents, servants, employees, assigns, successors, invitees and licensees, during the date and time specified in the Agreement. Lessee 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 Lessee 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 Commission reserves the right to modify or waive any Rules as it deems necessary to protect the public health, safety and welfare.**

**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.**

Note: For fees currently in effect see Tanyard Creek Park Amphitheater Rental Fee Schedule attached as Exhibit "1" hereto, and as may be updated from time to time.

## TANYARD CREEK PARK AMPHITHEATER

### RENTAL AGREEMENT



THIS PERMIT AND RENTAL AGREEMENT ("Agreement"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Quincy by and through its authorized representative, herein referred to as (the "City") and \_\_\_\_\_, a (n) (individual) (the "Lessee").

#### WITNESSETH:

WHEREAS, the City is the owner and operator of the facility known as "Tanyard Creek Park Amphitheater" herein referred to as ("Amphitheater") located in the City of Quincy FL ; and

WHEREAS, The City desires to make available said Amphitheater on a rental basis for non-city sponsored, co-sponsored and sponsored event(s) for the purpose of the promotion of the arts, music, civic, business, social and recreational activities that have socially acceptable value for the enjoyment of the citizens and visitors of the Community, herein referred to as ("Activity/Activities"), and

NOW THEREFORE, for and in consideration of the following promises, covenants and conditions, the parties hereto agree as follows:

#### I. LESSEE INFORMATION

##### LESSEE

Lessee (Name of Company, Corporation, Organization or Individual):

\_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_

Phone: (H) \_\_\_\_\_ (W) \_\_\_\_\_ (C) \_\_\_\_\_

(Fax) \_\_\_\_\_



Contact Name(s): \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ Phone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

## II. ACTIVITY INFORMATION

### CLASSIFICATION

All Activities at the Amphitheater shall be classified as one of the following: Private, Commercial, Professional, and Non-profit. See Classification information as outlined in Rules and Regulations. This Activity will be classified as a \_\_\_\_\_ Activity and for no other purposes without the written consent of the City.

### ACTIVITY

Activity - Full description and/or name of show, function or activity for which the facility is to be rented, including name of principal performer/activity (use reverse side if additional space is needed).

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Name and location of auditorium(s), facility(s) and/or hall(s) which have previously been leased by applicant:

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Estimated number of: Spectators \_\_\_\_\_ Performers (acts) \_\_\_\_\_

### DATES/TIMES

Day(s) of Activity: \_\_\_\_\_

Dates of Promotions: \_\_\_\_\_

Vendor Set-up Time: \_\_\_\_\_

Traffic Control Set-up Time: \_\_\_\_\_

Gate Time Prep: \_\_\_\_\_ Gates Open Time: \_\_\_\_\_

ACTIVITY DETAILS

|  |           |          |
|--|-----------|----------|
| Admission Fee                                    | Yes _____ | No _____ |
| Alcohol Sales (licensed vendor only)             | Yes _____ | No _____ |
| Alcohol Permitted (Private Activities Only)      | Yes _____ | No _____ |
| Donations Collected                              | Yes _____ | No _____ |
| Food/Soda Sales                                  | Yes _____ | No _____ |
| Food/Soda Permitted<br>(Private Activities Only) | Yes _____ | No _____ |
| Gated Event                                      | Yes _____ | No _____ |
| Live Music                                       | Yes _____ | No _____ |
| DJ   | Yes _____ | No _____ |
| Public Address                                   | Yes _____ | No _____ |
| Merchandise Sales                                | Yes _____ | No _____ |
| Ticket Sales/Takers                              | Yes _____ | No _____ |
| Security Required                                | Yes _____ | No _____ |
| Volunteers                                       | Yes _____ | No _____ |

If having merchandise sales, what type of items do you plan to sell?

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EQUIPMENT DETAILS (Lessee Responsible for all Equipment)



PROMOTION/ADVERTISING DETAILS

Describe how activity will be promoted:

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III. LEASE OF AMPHITHEATER

The City hereby leases to the Lessee and the Lessee hereby leases from the City, said Amphitheater for Activity and according to the terms and conditions specified. The City leases the Amphitheater to the Lessee only for the above stated/described Activity, and occupancy of the Amphitheater for any other purpose is strictly prohibited.

FEES AND DEPOSITS. Lessee hereby submits to the City and the City hereby acknowledges receipt of the following:

1. Lessee has paid the sum of \_\_\_\_\_ Dollars \$ \_\_\_\_\_) which Lessee agrees constitutes as a non-refundable rental deposit at the time of reservation for the rental of the Amphitheater for the above-stated purpose on the date(s) and time(s) indicated.
2. Lessee agrees to pay the sum of \_\_\_\_\_ Dollars \$ \_\_\_\_\_) which Lessee agrees constitutes as a non-refundable fee not later than thirty (30) calendar days before the Activity date for the remaining balance owed for the rental and use of the Amphitheater for the above-stated purpose on the date(s) and time(s) indicated.
3. Lessee agrees to pay the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which Lessee agrees constitutes as a damage deposit for the Activity on the date(s) and time(s) specified above. The damage deposit will ordinarily be refunded to the Lessee within (30) thirty days following conclusion of the Activity, provided the Lessee has satisfied all requirements set forth in the terms and specified. However, the damage deposit may be held for longer than thirty (30) days, at the discretion of the City, if necessary to determine the full extent of damages and make required repairs.
4. Lessee agrees to pay the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the use of Amphitheater staff/service personnel. This shall be based on the total estimated number of required staff hours at the rate of twenty five (25) dollars per hour. The service personnel fee shall be paid not later than thirty (30) calendar days prior to the Activity.

PERMITS AND NOTICES. All permits and notices to the City regarding the Agreement shall be directed to: CITY OF QUINCY, RECREATION DEPARTMENT, (850) 618-0042. The Lessee hereby designates as contact person having the authority to make all decisions on behalf of Lessee regarding this Agreement the following individual (if different than Lessee):

NAME: \_\_\_\_\_ ADDRESS \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ BUSINESS PHONE: \_\_\_\_\_

CELL \_\_\_\_\_ E-MAIL \_\_\_\_\_

COMPLIANCE WITH LAWS AND FACILITY RULES. The Lessee and Lessee's guests shall at all times maintain proper conduct and decorum and shall comply with all laws, ordinances, rules, and regulations of all governmental bodies having the authority over the Amphitheater. Additionally, Lessee acknowledges receipt of the Amphitheater Rental Rates, Rules and Regulations attached as Exhibit "A," which are incorporated herein by reference. The Lessee shall reimburse the City for all damage to the Amphitheater and property arising from the Activity caused by Lessee or by the Lessee's guests, employees, agents or affiliated persons, ordinary wear and tear excepted.

CANCELLATION/REFUND POLICY. See Exhibit A for details pertaining to cancellation and refund policy.

LESSEE'S RELEASE AND HOLD HARMLESS. In consideration of being permitted to rent the Amphitheater for the Activity, the Lessee agrees as follows:

"No liability either express or implied, will be incurred by the City of Quincy, its agents, servants, contractors, and employees, arising out of the use of the Amphitheater by Lessee, its agents, servants, employees, contractors, assigns, successors, invitees and licensees, during the date and time specified above. Lessee agrees to indemnify and save harmless the City of Quincy, its agents, servants, contractors, 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 Lessee its agents, servants, contractors, or employees, including any and all expense, legal or otherwise (including reasonable attorney's fees and costs), which may be incurred by the City of Quincy 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 of Quincy or its agents, servants or employees contributed to such injury or damage."



INSURANCE. Lessee will be required to procure and maintain, at its sole cost and expense for the duration of the Activity, Comprehensive General Liability insurance in the name of the Lessee. This 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 Amphitheater is rented. Lessee must furnish proof of coverage through a Certificate of Insurance naming the City of Quincy as an additional insured two weeks prior to the Activity. See Tanyard Creek Park Amphitheater Rules and Regulations for full requirements.

PARKING PLAN. Lessee agrees to submit a parking plan for approval to the Parks and Recreation Department not later than sixty (60) calendar days prior to the Activity. Off-site parking shall require property owner approval. Parking on the City road rights-of-way is prohibited unless specially authorized by the City Commission.

LESSEE'S REPRESENTATIONS. If a corporation/partnership, the Lessee represents and warrants to the City that this Agent has full right, power and authority to execute this Agreement on behalf of the Lessee.

MISCELLANEOUS. This Agreement constitutes the entire Agreement between the parties, may be modified only by written agreement of the parties, and shall be governed by the laws of the State of Florida. Venue for any legal actions arising out of this agreement shall be in Gadsden County, Florida.

In Witness whereof the parties have executed this Agreement as of the date first above written.

As the Lessee of the Amphitheater and its amenities, and by my signature, I agree that I am the responsible party and fully understand and agree to adhere to and comply with all the rules and regulations, laws and ordinances of the City of Quincy and Quincy Parks and Recreation Department in the regard to the rental and or use of the Amphitheater and I agree to the above indemnification.

This agreement shall not be executed until rental deposit is received.

Lessee:

City of Quincy:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_