

**CONTRACT FOR RENTAL OF THE AMPHITHEATER
EAST BEND, NC**

A renter is defined as a person or organization paying for rental of the Amphitheater. THESE REGULATIONS ARE SUBJECT TO CHANGE.

1) Rental reservations must be confirmed, with all required items submitted, 14 business days prior to the event. The amphitheater is available to be reserved seven days a week from noon to 10 pm. Sunday reservations begin at 1:00 p.m. Reservations will not be accepted on national holidays and other days at the discretion of the Town of East Bend. Reservations are limited to one per day. No group may reserve the Amphitheater more than once per quarter.

2) The minimum rental time is three (3) hours.

3) All hourly fees plus a security deposit of \$200 is due **in full** with the signed contract in order to confirm the reservation. The security deposit is refundable if all terms and conditions of this contract are met and all rules of the Town Square are honored. The following hourly fees apply as follows:

Amphitheater	\$25 per hour
Refundable Security Deposit	\$200

4) The security deposit is refundable if all terms of the contract and all rules posted at the Town Square are met. The following additional conditions must be met in order to receive a full refund of the security deposit:

- a. Event host is responsible for managing traffic. Town police may be hired prior to the event. Parking must be in appropriate areas and NOT in the parking lots of local businesses, e.g., Alexe's and Dollar General.
- b. Renters must supply their own garbage bags and pick up and dispose of all trash around the rental area.
- c. October-March Port-a-John rental will be the responsibility of the event host. Check the bathrooms to see that they have not been abused.
- d. Promotional materials whether print or virtual (Facebook, etc.) must state: Event not sponsored or endorsed by the Town of East Bend.
- e. No events which would be harmful to the town square or overwhelm the town will be allowed.
- f. Due to safety concerns no inflatables are allowed in the town square.
- g. If the rental area is not left to the satisfaction of the Town representative, a deduction will be made from the security fee to remedy the situation. The rental area must be cleaned and vacated by the end of the reserved time in order to avoid a deduction from the security deposit.
- h. Once a reservation is made, the hourly fee is non-refundable except in the event of inclement weather. Changes to the reservation date and/or time must be made ten business days in advance and is subject to availability.

5) The person signing the application or an authorized designee over 21 years of age as listed on the application must be in attendance throughout the event.

6) Parents and supervising adults are responsible for the activities and safety of the children attending the event. The Town of East Bend assumes no supervisory responsibility.

7) East Bend Town Square Amphitheatre renters must understand that other people may be using other parts of the town square at the same time. Be aware that there may be noise for which the Town is not responsible.

8) Offensive behavior or excessive noise that is a nuisance to surrounding neighbors are prohibited.

9) Renters may not charge an admission fee for an event held on Town Property.

10) INSURANCE REQUIREMENTS:

A. Before the Town Square Rental Agreement will be issued by the Town of East Bend, each Applicant shall provide the Town of East Bend with a Certificate of Insurance with a minimum of \$500,000 in coverage.

B. This Certificate of Insurance shall certify the following information, along with such other certifications as the Town of East Bend may require based on the information contained in Application for a Town square Rental Agreement and on the particular proposed Special Event:

(1) That the Applicant has secured a policy or policies of insurance insuring the Applicant and insuring all its licensees, agents, vendors, exhibitors, representatives, employees, volunteers, patrons, customers, or other persons, firms, or organizations which are affiliated with Applicant in the proposed Special Event, and insuring the Town of East Bend and the Town of East Bend's Officials, Representatives, and Employees against all claims, demands, or actions arising out of or in connection with the use of or occupancy of any property of the Town of East Bend related in any way to the proposed Special Event.

(2) The Town of East Bend shall be specifically named as Additional Insured in the remarks section of the Certificate of Insurance.

11) APPLICANT TO HOLD HARMLESS AND INDEMNIFY THE TOWN OF EAST BEND:

By executing this Town Square Rental Agreement Application and submitting said Application to the Town of East Bend, Applicant agrees to indemnify the Town of East Bend and save the Town of East Bend and its Officials, Representatives, and Employees harmless from any injuries, illnesses, claims, demands, actions, lawsuits, or any other damages of any kind whatsoever to any person or property, including any related expenses, fees, or costs, whether direct or indirect which are occasioned wholly or in part by any act or omission by the Applicant or occasioned wholly or in part by any of Applicant's representatives, employees, volunteers, patrons, licensees, agents, vendors, exhibitors, or other persons, firms, or organizations which are affiliated with Applicant in the proposed Special Event, and which are related to the use of or occupancy of any property of the Town of East Bend or which are related in any way to the proposed Special Event.

12) HAZARDOUS CONDITIONS TO BE REPORTED TO TOWN OF EAST BEND: The Applicant is responsible to keep the area they occupy and the immediate surrounding areas safe and free from any hazards, and to leave the area clean upon their departure. Any hazardous conditions are to be reported immediately to Town police officers or other officials.

13) Renters are expected to be aware of and to obey all other appropriate and applicable laws concerning public conduct and safety during their use of the Town rental facilities.

DATE OF RESERVATION: _____

TIME OF RESERVATION: From _____ To _____

NUMBER OF EXPECTED ATTENDEES: _____

DESCRIPTION OF EVENT: _____

AMPHITHEATER **\$25 PER HOUR** _____

SECURITY DEPOSIT **\$200** _____

TOTAL _____

My signature verifies that I am responsible for the group contracting to rent the amphitheater, and my signature verifies that I have read and fully understand this contract. My signature verifies that I agree to abide by the rules of the contract and all rules posted at the Town Square. I understand that I will receive a refund of the security deposit if all the terms of the contract are met and all town square rules are honored. I understand that failure to abide by the rules of the facilities and the Town Square could result in suspension from the town square or arrest, if warranted.

Print name

Town Employee Signature

Signature

Date

Street Address

City, State, Zip

Phone Number

Email Address