

Received by: \_\_\_\_\_

Date of Application: \_\_\_\_\_



# CITY OF BRENHAM

DR BOBBIE M DIETRICH MEMORIAL AMPHITHEATRE RENTAL AGREEMENT

## RENTER INFORMATION:

**Renter: (Name of Company, Corporation, Organization, or individual):**

**Contact Name:** \_\_\_\_\_ **Day:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

\_\_\_\_\_ **Email:** \_\_\_\_\_

**Driver's License #** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

**Event date:** \_\_\_\_\_

**Requested time of use (circle one):**      **Half day 6am – 2pm**      **Half day 3pm – 11pm**      **All Day**

**Full description of event:** \_\_\_\_\_

**Estimated number of spectators:** \_\_\_\_\_

**Do you wish to sell souvenir items?**      \*Yes \_\_\_\_\_      No \_\_\_\_\_      \* If yes, vendor permit is required (contact City Secretary for permit)

**Do you wish to sell concessions?**      \*Yes \_\_\_\_\_      No \_\_\_\_\_      \* If yes, a permit is required (contact City Secretary for permit)

**Do you wish to sell alcohol?**      \*Yes \_\_\_\_\_      No \_\_\_\_\_      \* If yes, a permit is required (contact City Secretary for permit)

**Do you expect alcohol consumption (either sold at the event or brought by individuals)? (circle one)**      None      Low      Moderate      High

**Rental Fees as of 1.2018**      **\$200 Full Day Rental**

**\$150 Half Day Rental 6am – 2pm or 3pm – 11pm**

**\$100 Deposit**

## RENTAL INFORMATION, REQUIREMENTS, & RESTRICTIONS

### RESERVATIONS/DEPOSITS/REFUNDS

1. All reservation dates are on a first call, first serve basis with a minimum of two weeks' notice, and are allowed up to a year in advance of the event.
2. Reservations will not be confirmed until this Agreement is completed, signed, received, and approved by the City of Brenham Parks and Recreation Department, the \$100 deposit has been paid at least two weeks before the event, and any necessary permits are obtained.
3. Rental fees must be paid in full at least 3 days prior to the event.
4. Deposits shall be used by the Parks and Recreation Department to pick up excessive trash, repair, replace or pay for any property damage that occurs by the Renter or by any participant at the event hosted or produced by the Renter. Additional charges may be assessed for property damages. The unused portion of the deposit may be refunded to the Renter after the event. However, the deposit may be held at the discretion of the Parks and Recreation department for any period of time to determine the full extent of damages and to make all repairs, and/or secure replacements.
5. Refunds of fees and deposits require advance written notice of cancellation at least 2 weeks prior to rental date. No refunds will be given for cancellations occurring less than two weeks from the reserved event. Full or partial refunds may be issued due to rain or inclement weather occurring on the actual date of the event. In the case of inclement weather, the City reserves the right to, in the City's sole discretion, delay, postpone, or cancel any Renter activity. Refunds will be mailed within 7 business days after receiving written notice of the cancellation of the planned event.
6. Vendor permits, concession permits, and alcohol permits must be obtained at least 5 days prior to scheduled event. Permits should be on hand at the scheduled event.

### GENERAL INFORMATION/RULES

1. **AMPHITHEATRE PURPOSE:** The Dr. Bobbie M. Dietrich Memorial Amphitheatre ("Amphitheatre") was graciously donated to the City by Dr. Wilfred Dietrich in memory of his loving wife Dr. Bobbie M Dietrich. The Dietrich's shared a love for the performing arts, and this gift is intended to enhance education and visual arts for the community. The Amphitheatre is intended to be used for a variety of events, including theatrical plays, weddings, and concerts.
2. **AGREEMENT PURPOSE:** The purpose of this DR. BOBBIE M. DIETRICH MEMORIAL AMPHITHEATRE RENTAL AGREEMENT ("Agreement") is to prove maximum use and enjoyment of the Amphitheatre in a manner that is reasonable and consistent with the specific function and official use of the Amphitheatre, and not disruptive of normal City activities and in the best interest of the City. To preserve the intended purpose of the Amphitheatre, and in order to enhance education and visual arts for the community, the City cannot accept ongoing reservations (ex. weekly, monthly, quarterly) for use of the Amphitheatre which would tend to designate the Amphitheatre as a regular meeting place for any organization.
3. **ABUSE OF POLICIES:** The Parks and Recreation Department reserves the right to refuse any Renter the privilege of the using the Dr. Bobbie M Dietrich Amphitheater and other parks and recreation facilities due to the abuse of policies of the facility or City, including but not limited to a violation of any provision of this Agreement, as determined by the City in its sole discretion. In addition, any Renter charged with an occurrence of abuse may be barred from making any further reservation, and any future reservations may be cancelled at the sole discretion of the City.

4. **MISREPRESENTATION:** Any misrepresentation as to the nature of the event, the number of attendees expected, contact or payment information, or any other falsification of Agreement documents will result in the immediate cancellation of the event and forfeiture of all fees paid, and may also result in further legal action and/or the denial of future permit requests.
5. **LAWS & ORDINANCES:** Renter and participants shall comply with all laws, whether federal, state or local, including all ordinances of the City of Brenham and all rules, regulations, and requirements of the Brenham Police Department and Fire Department. Renters and participants agree to abide by and conform to all rules and regulations that may be adopted by the City from time to time, including any and all changes that might be implemented relating to the amphitheater's operational hours and use policies.
6. **CONDUCT:** Renter agrees to supervise conduct of participants and shall assume full responsibility for any disorderly, unruly, disruptive, or unlawful act committed by Renter or participants in the use of the Amphitheatre. Persons whose conduct is illegal, disorderly, unruly, or disruptive, as determined by the City in its sole discretion, may be immediately removed from the facility and associated City property. Renter agrees that Renter and participants shall not interfere with others' use and enjoyment of other City recreational facilities.
7. **ACCESS:** The Amphitheater is an open-air, unsecured, public facility. The City is not responsible for restricting access during scheduled activities. However, the Renter may charge and collect admission and may rope off areas to facilitate the collection of admission.
8. **SECURITY:** The City will determine required security, including coordination with the City of Brenham Police Department, if necessary, based on the type of event. Renter will bear all costs associated with security.
9. **ELECTRICITY:** Renter is responsible for turning off all lights at the completion of their event. Renter will take all necessary precautions to protect the existing electrical service from overload and damage. Electrical panels may not be modified by any outside electrician. It is the responsibility of the Renter to inspect equipment for compatibility. If the Renter's equipment is not compatible, the Renter's equipment must be properly modified. Modifying the City's electrical panels will result in a fine. Renter is responsible for any and all necessary repairs to the Amphitheatre electrical panels as a result of Renter's modification or misuse.
10. **DEFAACEMENT OF FACILITY:** No decorative or other materials shall be nailed, tacked, screwed or otherwise physically attached to the Amphitheatre.
11. **CURFEW:** All amphitheater activities must end by 11:00pm.
12. **NOISE/SOUND ORDINANCE:** All events, authorized by the City, held at the Amphitheatre are exempt from the City of Brenham's Noise Ordinance (Sec. 17-75.6. of the Code of Ordinances). However, Renter hereby agrees that Renter's event shall produce no more than 85 Db(A) when measured at a point fifty (50) feet from any portion of the Amphitheater structure. Any sound in violation of this provision is deemed to be a violation of this Agreement.
13. **CLEAN UP:** It is the responsibility of the Renter to properly clean the facility immediately after it is used. Any and all supplies and equipment must be removed from the premises prior to departure. Trash must be removed from the stage area, seating area and surrounding ground, and placed into trash cans prior to departure. Failure to properly clean and remove trash will result in loss of deposit.
14. **INSURANCE REQUIREMENTS:** Any event open to the general public requires the Renter to procure and maintain, at its sole cost and expense for the duration of this Agreement, Commercial General Liability insurance in the name of the Renter for limits of not less than \$1,000,000 for personal injury, death, or property damage to rented property arising out of any one occurrence. This insurance policy must cover, in addition to the general public, all entertainers, as well as their support staff, and any other individual participating in or attending the event for which the facility is rented. The General Liability insurance shall be written by a carrier with an A:VIII or better

rating in accordance with the current A. M. Best Key Rating Guide, and only insurance carriers licensed and admitted to do business in the state of Texas will be accepted. Renter must furnish proof of coverage through a Certificate of Insurance two weeks prior to the event. The City must be named as Additional Insured with a waiver of subrogation.

- 15. INDEMNIFICATION:** It is agreed that the Renter shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with this rental. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Renter, or any third party.
- 16. RELEASE:** The Renter hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Renter's rental under this Agreement. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Renter, or any third party.
- 17. DAMAGE TO PERSONAL PROPERTY:** The City is not liable for the loss or damage of any goods, equipment, or personal items stored on or used at or around the facility premises.

I, the undersigned, for myself and on the behalf of organization designated as "Renter" herein, have read and clearly understand the terms and conditions governing the use of the Dr. Bobbie M Dietrich Memorial Amphitheatre as set forth in this Agreement. I agree to observe and be bound by this Agreement and these regulations and affirm that by signing this Agreement, I am agreeing to return the facility in a condition that is the same or better than which it was originally found. I understand that a violation of any of these rules or policies may result in a full or partial forfeiture of my deposit, rental fee, denial of future permits, and/or other civil or criminal consequences.

Signature: \_\_\_\_\_ Organization: \_\_\_\_\_

Date: \_\_\_\_\_

Submit signed contract and payment to:

Contact the Parks and Recreation Office at

City of Brenham

979-337-7250

Recreation Office

PO Box 1059

Brenham, TX 77834



FOR OFFICE USE ONLY

Rental Fee: \$ \_\_\_\_\_

Light/Sound Fee: (optional) \$ \_\_\_\_\_

Deposit: \$ 100 \_\_\_\_\_

Copy of Driver’s License                      Yes                      No

Vendor Permit Required?                      \*Yes                      No

If yes, date approved: \_\_\_\_\_

Food Vendor Permit Required?                      \*Yes                      No

If yes, date approved: \_\_\_\_\_

Security Required?                      \*Yes                      No

If yes, number of officers: \_\_\_\_\_

Vendor Permit #: \_\_\_\_\_

Food Vendor Permit #: \_\_\_\_\_