



City of Pittston Amphitheater Policy and Rental Agreement

Hours and Days of Availability

The Amphitheater is available for rental during the following hours:

Monday-Saturday 7:00am-11:00pm

Sunday 9:00am-10:00pm

Non-City of Pittston Sponsored or Co-Sponsored concerts or other special events will not be scheduled on the following City of Pittston holidays:

New Year's Day
Memorial Day
Labor Day
Thanksgiving Day
Christmas Eve
Martin Luther King's Day
Independence Day
Veteran's Day
Christmas Day

Reservation Procedures

1. Reservations are accepted on a first come, first serve basis. Reservations are required 30 days in advance through the completion of the Amphitheater Policy and Rental Form. Applicants are required to provide a \$50 reservation fee with the application. The reservation fee will be returned only if the post use inspection concludes that the facility is in proper condition. There is no guarantee or obligation for approval for a reservation request.
2. Special Events, as defined in Ordinance No. 2019-2, requiring the use of the Amphitheater must follow the Special Events Policy by submitting the Special Events Application and obtaining a Special Event Permit. Any use of the Amphitheater that restricts use of the adjacent playground area is classified as a special event and must obtain a Special Event Permit.



3. Submit all completed documentation and \$50 reservation fee (checks made payable to The City of Pittston) to:

City of Pittston

Office of Community Development

35 Broad St., Suite 202

Pittston, PA 18640
4. Upon approval, the City of Pittston staff will inspect the property prior to the reserved time with applicant. The applicant will sign and attest to the condition of the Amphitheater. Following use of the Amphitheater, the City of Pittston staff will return to assess the Amphitheater's condition. If the Amphitheater is not in the condition attested prior to the reserved time, the City of Pittston will invoice for any staff time and materials needed to return the Amphitheater to its original condition.
5. Applicants are expected to follow all City of Pittston Park Rules and Regulations when using the Amphitheater.
6. A certificate of insurance is required from applicants for general liability coverage in the amount of \$1,000,000 naming as "Additional Insured" the "City of Pittston, its officers, employees and agents". Failure to provide a certificate of insurance will result in cancellation of the event by the City of Pittston.

Indemnification

1. The City of Pittston assumes no responsibility for any property placed on or in its facility or grounds. The Amphitheater Policy and Rental Agreement shall indemnify, save and hold harmless the City, its officers, agents, and employees from any and all claims for losses, injuries, damages, and liabilities to persons or property, caused wholly or in part by the acts or omission of users, its agents, officers, employees, guests, or any person or persons admitted to the premises by the Applicant.
2. The Applicant assumes full responsibility for character, acts, and conduct of all persons admitted to the premises by the consent of the Applicant, its officers, employees, or agents.
3. The Applicant shall indemnify and save harmless the City from all suits brought against the City on account of any injuries or damages received or sustained by any party or parties by and from the Applicant, its officers, agents, employees, members, or any person admitted to the premises by the Applicant in the exercise or right and privileges granted here or on account of any admission of the Applicant.



Hold Harmless

1. The Applicant agrees to hold the City of Pittston, its officers, officials, employees and agents harmless from any and all claims, demands or liability for injuries to person or damage to property, including claims by employees of Applicant or claims by any contractor or sub-contractor which damages or injuries are occasional by or in any way arising out of use or occupancy of the premises by the Applicant, it's agents, invitees, officers and employees.
2. Further, the Applicant agrees to the fullest extent permitted by law, to defend, indemnify and hold harmless the City of Pittston and its employees from and against all claims, damages, losses, and expenses, direct or indirect, or consequential damages, including, but not limited to, attorney's fees arising out of, or resulting from, the use or occupancy of the premises.

Cancellation Policy

1. In cases where an event cancellation is necessary by the Applicant, it is the Applicant's responsibility to notify all participants, attendees, media outlets and other parties of the cancellation. The City of Pittston is not responsible for notifications of cancellation.

Weather

1. The Amphitheater is an outdoor venue subject to changing and inclement weather conditions. In cases where the National Weather Service issues a severe thunderstorm or tornado watch or warning for the time of the event, the City of Pittston reserves the right to cancel the event for the safety of the public. In cases of rain prior to or during the event, it is the responsibility of the applicant to contact the City about whether the facility conditions are conducive to holding the event or to reschedule.

Equipment Use

1. Applicants are permitted to bring equipment for performances and assume all responsibility for the installation and use of their equipment.
2. The City of Pittston provides electricity for events for a cost of \$50.



City of Pittston Amphitheater Rental Agreement

Name of Organization/Applicant: _____

Address of Organization/Applicant: _____

Contact Name: _____

Contact Email: _____

Contact Phone: _____

Date(s) for Amphitheater Reservation: _____

Beginning Time: _____

End Time: _____

Brief Description of Use/Program:

Description of Equipment (if any) to be used during event:

Will you require the use of electricity? Yes No

A check of \$50 will be required to the City of Pittston upon official confirmation of Amphitheater Reservation.

In signing the following rental agreement, the Applicant agrees to follow the City of Pittston Amphitheater Policy and City Park Rules.

Name (Please Print)

Signature

Internal Use Only

Date of Receipt: _____

Name of Recipient: _____

Signature of Recipient: _____



Event Inspection

Pre-Inspection

Date: _____

Time: _____

Condition Notes: _____

City Staff Member Signature: _____

Applicant/Applicant's Representative Signature: _____

Post Inspection

Date: _____

Time: _____

Condition Notes: _____

City Staff Member Signature: _____

Applicant/Applicant's Representative Signature: _____