

**CITY OF PITTSTON BAND SHELL/MOBILE STAGE
AGREEMENT**

THIS AGREEMENT is hereby made between the City of Pittston and

Sponsoring Organization/Renter, for the rental and use of the Band Shell/Mobile Stage.

Security deposit of \$300.00 and contract must be turned in and approved to hold the event date. _____ Check payable to City of Pittston for the full amount of the rental. _____ Signed rental agreement. _____ Copy of a minimum \$1,000,000/\$5,000,000 liability insurance policy (due no later than 2 weeks prior to the event)
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Rental Date: _____ Event Name: _____
Renter's Mailing Address: _____
Renter's Representative's Name: _____
Phone (Work) _____ Fax _____ E-Mail _____

On-Site representative (must be present at stage location at time of stage delivery for exact placement):

_____ On Site Cell _____

Alternative Contact: _____ Phone: _____

Location of Band Shell/Mobile Stage placement: (Please indicate access points and map if possible):

Address & Placement: _____

Secondary site (only needed if site is not cement): _____

Delivery Time: _____ Set up Time for 1st use: _____

Additional days when Band Shell/Mobile Stage will be reopened:

2nd Day Open: _____ 3rd Day: _____

Time Band Shell/Mobile Stage will be vacated, cleaned and ready for inspection & closing: _____

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Renter's time includes event set up and break down prior to 11 pm.
 Please consider sound/lighting, band equipment, & major materials on & around the stage.
 The City's crew must be able to take down the Band Shell/Mobile Stage immediately upon arrival.
 Late fees will be deducted from the security deposit if renter
 doesn't comply. **Renter Initials:** _____

City does not provide electrical power to the Band Shell/Mobile Stage. City can connect to an external power source (15 amp 110 volt) provided it is within a maximum of 100 ft of the Band Shell/Mobile Stage.

City does not allow signage to be taped to the Band Shell/Mobile Stage and signage may only be tied in a manner that would not prevent the City from operating the doors, canopy, or hydraulic stage. **Will You Have Signage?** Yes _____ No _____ if so, what type?

Fees and Charges:

Basic 1 Day Charges:

1. Refundable Damage deposit	\$300.00	
2. Band Shell/Mobile Stage rental/first day	\$250.00	1 Day Rental \$ _____
3. Band Shell/Mobile Stage delivery & pick up	\$180.00	
4. Basic set up and take down	\$150.00	
Total Basic 1 Day Rental	\$880.00	

Drop off time beginning at 8:00 a.m.
 Stage pick up no later than 11 p.m.

Additional Request/Fees:

1. Extended day set up/take down	\$315.00	1. _____
2. Additional Day	\$150.00	2. _____
3. Reopen stage additional usage	\$ 60.00	3. _____
4. Close stage additional usage	\$ 60.00	4. _____
5. Relocation fee with driver approval	\$200.00	

RENTER'S TOTAL

Total \$ _____

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The City of Pittsburgh shall determine all damage charges and late fees. Deposit withholding Charges:

- | | |
|--|---------------------|
| • Skirt cleaning (stains) | \$30.00 per section |
| • Skirt replacement (tears & holes) | \$40.00 per section |
| • Cleaning of stage due to scuff marks, dirt, sand, spills | \$30.00 minimum |

The following late fees will be deducted from the Security Deposit when time exceeds the time Periods specified on page one of this Agreement:

- \$145.00 for every 15 minutes

Band Shell/Mobile Stage Unit Dimensions

Basic canopy & hydraulic stage fully opened: 28' Length x 14' Width 20' Height
Extended: 32' Length x 18'6" Width

POLICIES & PROCEDURES:

- * Rentals are on a first come first serve basis.
- * The Band Shell/Mobile Stage will be placed within a five (5) mile radius of the City of Pittsburgh.
- * Site Selection -- Band Shell/Mobile Stage Unit must be placed on a flat surface. If site is on grass, please indicate a secondary site in case of rain or wet conditions.
- * Area will be clear of low hanging branches and overhead power cables/wires to allow for entry/exit access.
- * City personnel must have immediate access to Band Shell/Mobile Stage in case of inclement weather. The doors, canopy, and hydraulic stage must be closed and the stage skirting removed during heavy rain showers, or during high winds (30 mph or higher).
- * All ancillary equipment placed by Sponsoring Organization/Renter must be placed in a manner to allow City personnel access to the stage doors and access panels. Equipment can not be placed near the Band Shell/Mobile Stage that will prevent closure of the canopy or side doors during periods of high winds (greater than 30mph) or severe thunder storms.
- * The Band Shell/Mobile Stage will be placed at the location specified in this rental contract. Any changes to placement must be made with the driver at the time of delivery and must meet the criteria outlined above.

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- * The Band Shell/Mobile Stage is not equipped with sound equipment. All ancillary equipment (lights, P.A. system, etc.) must have its own power source and be provided by the renter.
- * If you require electrical power there must be an external power source provided by the renter placed within 100 feet of the unit or power will not be an option.
- * Signs or posters will NOT be TAPED to the Band Shell/Mobile Stage. Signage may be hung but must be pre-approved by a designated City representative.
- * Food and drink (with the exception of water) is not allowed on the Bandshell/Mobile Stage.
- * Stage skirting will **not** be provided for alcohol related events or if rain is eminent.
- * Equipment should be **lifted** onto the Band Shell/Mobile Stage. Dragging equipment Results in damage to the unit's surface. Damage fees will be assessed and deducted if damage is determined by City personnel.
- * The renter must restrict access by the general public to the Band Shell/Mobile Stage while in use.
- * The Band Shell/Mobile Stage will be delivered, set up, closed and reopened for multiple day usage by **City staff ONLY**. Close and open times will be specified in the agreement.
- * Band Shell/Mobile Stage cleanup is the Renter's responsibility, if not cleaned to City personnel specification additional fees will be assessed.
- * Rain Outs: The Band Shell/Mobile Stage will not be delivered or set up during periods of inclement weather. If cancellation of the rental is necessary due to inclement weather, the City of Pittston, will issue a refund check within 4 - 6 weeks following the event.
- * Damage Deposit: The Renter will be liable for all damages, abnormal wear and tear, and any extra cleaning to Band Shell/Mobile Stage. A refund check will be issued by the City of Pittston for the remaining balance (after damage charges & late fees) within 4 - 6 weeks following the event.
- * Inspection: An inspection of the Band Shell/Mobile Stage will be accomplished upon delivery and at the end of the event (prior to take down) to identify any damage to the Band Shell/Mobile Stage. The renter or their designated representative **must** be present during the opening and closing inspection. City personnel will record damage(s) on the inspection sheet and will have determination regarding damage. City personnel have final say if you or your designated representative is not available.
- * **No rentals on any holidays.**
- * Requests to have Unit prior to 8 a.m. or after 11 p.m., must have approval from the City of Pittston.

All overnight rentals require complete closure of the stage canopy by City personnel after the event's activities have concluded for the day.

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Cancellations: Rental deposit will be forfeited when the Renter cancels the reservation within fourteen (14) days of event date. Cancellations within thirteen (13) days of events, renter forfeits entire renter amount including deposit, rental fee, delivery fee, basic set up fee, and all other additional fees. All refunds require original receipt. The City of Pittston will issue a refund check (minus damage fees or additional fees) within 4 – 6 weeks following the cancellation.

Indemnification:

Sponsoring Organization/Renter, its representatives, users and participants agree to release the City of Pittston, its officers, employees and agents, their successors and assigns, individually or collectively from any and all liability and to waive any and all claims, rights, damages or cause of action of any nature whatsoever that Sponsoring Organization/Renter, its representatives, users and participants may have arising from the rental and use of the Band Shell/Mobile Stage. This agreement confirms the terms and conditions to which you, the Sponsoring Organization/Renter, agree to rent the Band Shell/Mobile Stage provided by the City of Pittston.

I have read, understand and agree to each of the foregoing terms and conditions of this Rental Agreement. I further agree that Sponsoring Organization/Renter, its representatives, users and its participants will obey and adhere to the rules, policies and procedures for rental use, hereinabove and that on behalf of the Sponsoring Organization/Renter I am authorized to sign this Agreement.

Sponsoring Organization/Renter Representative's Signature:

_____ **Date:** _____

_____ **Pittston City Administrator:** _____ **Date:** _____