

AMPHITHEATER RENTAL POLICY

RENTER INFORMATION

Name/Organization: _____

Address to Mail Deposit Refund: _____

City: _____ State: _____ Zip: _____

Phone: _____ Alternate: _____

Email: _____ Employer: _____

EVENT INFORMATION

Event/Purpose: _____ Estimated Attendees: _____

Rental Date Requested: _____

Time Block: Half-Day 10:00 am – 4:00 pm Full Day 10:00 am – 10:00 pm
 4:00 pm – 10:00 pm

* Rentals lasting past their designated time slots will result in forfeiture of partial or all of deposit.

* Renters must purchase [General Liability Insurance for all events at the Amphitheater](#)

GENERAL LIABILITY COVERAGE AMOUNT REQUIREMENTS (Needed for insurance other than via GatherGuard)

Limits

Each Occurrence: \$1,000,000 - \$2,000,000
Damage to Rented Premises (Each Occurrence): \$50,000
Personal & Adv Injury: \$1,000,000
Products-Comp/OP AGG: \$1,000,000
General Aggregate: \$2,000,000

Additional Insured

The Town of Hildebran must be listed as an additional insured and the following must be listed under the Certificate Holder: Town of Hildebran, 109 S. Center St., Hildebran, NC 28637

Description of Operations

The renter must list the following: "Rental of the Amphitheater and parking lots at 206 S. Center St." The purpose of the event and the date and timeframe of the event must also be listed.

Office Use Only

Amphitheater

RENTAL CHARGES:

Security Deposit: \$ _____

Rental Fee: \$ _____

TOTAL: \$ _____

Date Paid: _____

KEY:

I acknowledge that I received the key to the and will only use the key for my designated booking time. I will return the key the next business day.

Signature: _____

Key #: _____

Date key returned: _____

LIABILITY INSURANCE: Town received COI? Yes

Deposit Refundable? Yes No

AMPHITHEATER RULES & REGULATIONS

Please familiarize yourself with the Amphitheater Rules & Regulations

- Adult supervision of all individuals during event/activity is required.
- The person responsible for the facility, as stated on the application, assumes full responsibility for all damages to the facility or to any Amphitheater items during his/her contract and will be responsible for all repairs related to damage during the rental.
- No smoking, tobacco products or controlled substances, of any type, is allowed to be used or sold in or around the Amphitheater or park property.
- No alcohol shall be allowed in or around the Amphitheater or on park property.
- No weapons (guns, knives, etc.) of any kind are allowed in or around the Amphitheater or park property.
- No decorations or signage is to be permanently attached to walls, ceiling or floors. The use of glitter, confetti, paint, chalk or any other decorations are prohibited.
- No tables, chairs, or any other objects are allowed on the stage other than equipment used for the concert.
- Only animals used in facilitating the needs of persons with disabilities are allowed inside the Amphitheater.
- The Amphitheater cannot be rented to sell any wares or soliciting any products for private or public sale.
- Bouncy houses, tents, water toys or any other objects are prohibited in or around the Amphitheater or park grounds.
- Fireworks, sparklers, candles or other flammable items are prohibited in or around the Amphitheater and park grounds.
- Grills or other flammable cooking devices are prohibited in or around the Amphitheater and park grounds.
- Electricity and stage lights are provided for the renter and must be turned off after the event.
- Renters are responsible for cleaning up any spills or debris, and putting all trash in trash cans. All trash in excess of the container provided is to be hauled off by the renter.
- Any person/group violating any of the above rules & regulations is subject to suspension from use of the facility and prosecution in the event of a law enforcement violation, as provided in the Town of Hildebran "Code of Ordinances." Failure to clean up or comply with the Amphitheater Rules & Regulations may result in expulsion from the Amphitheater/park and/or forfeiture of all fees and deposit.

I, the undersigned, agree to abide by all Rules & Regulations and hereby covenants and agrees that it will defend, indemnify, protect and save harmless the Landlord from the claims of all persons arising from or out of the use or occupancy of the demised premises by or under Tenant or Tenant's agents, employees, or invitees, save and except claims, arising from the negligence of Landlord or Landlord's agents, employees, invitees or Landlord's other Tenants. Tenant shall not be liable hereunder for any special damages, incidental damages, or damages from the negligence of Landlord, Landlord's agents, employees, or invitees. Dependent upon the type of event, separate insurance coverage by the Tenant may be required. Failure to abide by any part of this Rental Agreement could result in Renter losing the privilege to rent in the future. I hereby acknowledge that I have received a copy of both the Rental Policy and the Rules & Regulations in this agreement. All keys shall be returned to Town Hall the next business day.

I, the undersigned, hereby agree to indemnify, protect and save harmless the Town of Hildebran from all claims, liability or lawsuits, including reimbursement of attorney fees in defending such claims and damage to real or personal property which arises out of, or results from the acts or omissions of the undersigned or resulting from the activities carried on by the undersigned and its employees, agents and representatives.

I have read and agree to abide by all Rules & Regulations.

Print Name: _____

Signature: _____ Date: _____