



Proposed date(s): \_\_\_\_\_

Load – in Start Time: \_\_\_\_\_ Load- out End time: \_\_\_\_\_

Event Start Time: \_\_\_\_\_ Event End Time: \_\_\_\_\_

Estimated Attendance: \_\_\_\_\_ Estimated Vendors: \_\_\_\_\_

Will you be serving food at the event: Yes No Undecided

Will there be vendors at the event: Yes No Undecided

Will there be merchandise for sale: Yes No Undecided

If yes please list items to be sold:

\_\_\_\_\_

Will any pamphlets or materials be distributed: Yes No Undecided

Will additional signage be needed for the event: Yes No Undecided

Do you plan to rent the pavilion (separate charge) for your event: Yes No

\*If yes, please note you will need to make a deposit at City Hall to reserve pavilion.

Please list your electrical needs: \_\_\_\_\_

\_\_\_\_\_

Does your organization have liability insurance: Yes No

If yes with whom: \_\_\_\_\_

Do you plan on having amplified sound at the event: Yes No Undecided

Will you be charging admission to the event: Yes No Undecided

If Yes, what type of admissions/ ticket sales will take place?

Vendor? \_\_\_\_\_

\_\_\_\_\_

As the applicant, I hereby certify that the information I have provided on the form is complete and accurate to the best of my knowledge. I agree to abide by the terms set forth in this application, and the Rules and Regulations of the Parks and Recreation Board. I understand that the failure to do so may result in the denial of the application, cancellation of the event and future events or other legal actions by Parks.

**Signature of Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# AMPHITHEATER RULES and REGULATIONS

1. **USE AGREEMENT FEES:** Reservation and other event fees could be determined based on the scope of your event request. The City of Shelby reserves the right to negotiate fees based on potential impact of the event. The application must be signed and all fees paid no less than 60 days prior to your event.
2. **CLEANING:** Applicant is responsible to clean up after event.
3. **BOOKING POLICY:** Concerts, performing arts, public events take precedence over other events and can be booked up to one year in advance. Other events may be booked 90 days in advance. Generally theater will be booked on a first come first serve basis.
4. **CANCELLATION POLICY:** Events canceled up to 60 days prior to the event date will receive a full refund. Events canceled 31 – 59 days prior to the event date will receive a 50% refund. Events canceled 30 days or less prior to the event date will not receive a refund. The City reserves the right to cancel events due to unfavorable weather or facility conditions, events can be re-scheduled with no additional fee under these circumstances.
5. **INSURANCE:** At the City's request, lessee could be asked to supply the City of Shelby with a Certificate of insurance including an Addition Insured Endorsement naming the City as an additional insured on the General Liability policy. Coverage Certificate must provide combined single limits of at least \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Certificate with Additional Insured Endorsement must be received by the Parks and Recreation Department from Lessee's carrier or broker at least 48 hours prior to beginning date of Lessee event(s). Each new event within the calendar year will require an updated Certificate and Endorsement. The issuance of a Certificate of insurance is a formal process on the part of the Lessee's insurance company, and must be sent directly from the insurer or broker to the City of Shelby. Only original Certificates and Endorsements issued directly to the City of Shelby will be acceptable. The City reserves the right to require a higher amount in the aggregate dependent on size and scope of the event.
6. **ALCOHOL:** 612.11 PUBLIC CONSUMPTION.
  - (a) No person shall consume any beer or intoxicating liquor upon any street or other public way or upon any public land.(Ord. 12-67, passed 8-7-1967)  
Per ordinance listed above, alcohol is prohibited in the Parks.
7. **SECURITY:** Security will be required for events at the discretion of the City, with consideration for event type and size.
8. **FOOD:** All caterers and food providers must be licensed.
9. **TRAFFIC CONTROL:** Events with expected attendance larger than 1,000 could be required to use the Traffic Control plan and vendor selected by the City at City's discretion.
10. **BUSINESS ACTIVITY:** If sales take place at the Amphitheater, appropriate State of Ohio vendors license is required. License must be in place no less than 14 days prior to the event. No items will be sold in or on city property unless approved prior to the event.
11. **NOISE POLICY:** Noise levels shall be maintained at a level that does not interfere with other park users and surrounding neighborhoods. Any performance, concert, or activity held in a City facility which causes, creates, or produces disturbing sound or vibration may be discontinued. Noncompliance with the terms of this agreement shall subject the Lessee to forfeiture of rental fees and/or immediate termination of this use agreement and herein described.

12. **SMOKING:** A smoke free environment is encouraged in all City Parks
13. **SOCIAL MEDIA:** Event dates and other promotion may appear on the City of Shelby website, Parks Facebook, and Instagram pages.
14. **PHOTO RELEASE:** Event organizers agree to allow all photos taken during the event available for use in future promotion of the Black Fork Commons Amphitheater and/or the City of Shelby
15. **DAMAGE POLICY:** Any damage to park facilities and/or property, or not abiding by the above conditions, is cause for cancellation or withdrawal of this application, forfeiture of fees, and/or the non-issuance of any future permits, plus restitution for any park damage. If there are any damages or excessive cleaning, you will be billed for repairs, replacement costs, and or labor.
16. **MARKINGS AND SIGNAGE:** There are to be no markings, writing, or painting on any cement, asphalt, or park structure. Possible alternatives are cones, signs, lathe, or people. If marking on grass is necessary, and pre-approved, water-based field marking paint must be used. All signage should be removed at the end of your event.
17. **LIGHTING AND ELECTRICITY:** Lighting and electricity are available at amphitheater, please contact the Park Board for specific questions/requests.

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

Signature of Applicant