

Rental Fees Calculation Chart
(See attached rental fee definitions, requirements and responsibilities.)

Theater & Grounds

Grounds Only

Application Fee: (Due with Application) **\$100**

Security Deposit: **\$300**

Rental Fee: (@ \$125 ph.) \$ _____
(Includes site supervisor, sound & lighting technician)

TOTAL FEES \$ _____

Application Fee: (Due with application) **\$100**

Security Deposit: **\$150**

Rental Fee: (@ \$65 ph.) \$ _____
(Includes site supervisor)

TOTAL FEES \$ _____

Make checks payable to: City of Lebanon. Any check returned for insufficient funds or on which payment has been stopped will result in automatic cancellation of the rental. A fee of \$20.00 is charged for any check returned to the city. At the discretion of the Mayor, or designated administrator, this fee may be waived for non-profit organizations located within the City or County of Lebanon. Please return a request for fee waiver with the rental application.

Please return Rental Application, application fee and a certificate of insurance naming the City of Lebanon and Coleman Memorial Park as additional insured, to:

City of Lebanon – Department of Administration
735 Cumberland Street, Lebanon, Pa. 17042

•**Cancellations:** Refunds will not be authorized for cancellations made with less than 14 days prior to the scheduled event.

• **Security and Parking Attendants**

Security/parking attendants may be required at the discretion of the **Lebanon city security supervisor**, after a site/event meeting, if it is determined that the event represents a special condition or high risk. Security fees are subject to negotiations and paid to the current contractor and are non-refundable.

• **Site Supervisor**

The site supervisor & technician opens and closes the amphitheater building, and provides sound and lighting technical services. The site supervisor does pre and post inspections of the facility. The approval / denial, of the security deposit return, is made by the site supervisor.

By submitting this rental application, the applicant is certifying that no expense will be borne by the City of Lebanon or Coleman Memorial Park in connection with this rental or activity described in this application for which the City and Park will not be fully reimbursed by the applicant. Expenses may include, but are not limited to an administrative fee, security deposit, rental fee, security personnel, parking attendant and sound / lighting technician which shall be estimated not less than twenty one (21) days prior to the event. A deposit equaling the amount of the **total fees** is due no later than fifteen (15) days prior to the event. Any additional expenses in connection with the event shall be fully reimbursed by the applicant. Any unused deposit monies will be returned to the applicant. All payments will be received in the Public Works office.

Hold Harmless Agreement

Furthermore, the applicant certifies that the City and Park are not liable or responsible for any cost, effect, error omission or loss of any kind associated with the event or activity listed herein, and the City and Park are fully indemnified and held harmless from any claims or judgments arising from such. All permitted activities held on Park property must be fully insured with the City and Park named as "Additional Insured" in a **minimum amount** of \$500,000. The applicant also agrees to enter into a hold harmless agreement with the City of Lebanon and Coleman Memorial Park for the said event.

The Mayor, as a designated administrator, shall have the right to limit the size of any such gathering, meeting, public event or demonstration and establish a period of time during which such event may be conducted. The Mayor shall have the right to reject any permit or rental, for a public demonstration or event if the applicant, or related party, has within the past two years been granted a permit or rental, For the same or similar causes, or if such a group has in the past obtained a permit or rental and the demonstration or event sponsored by the applicant caused harm to the public generally and / or committed acts injurious to the public peace, safety and welfare. The City also reserves the right to reject a rental application if the activity or event interferes with other existing or planned activities, including the normal conduct and use of City property, parks or recreational facilities. The City Clerk will communicate denial of a permit in writing to the applicant within Ten (10) days after the date of the receipt of the request.

The applicant agrees to comply with the "Amphitheater Renters Responsibilities and Guidelines for Activities".

A copy of this document is attached to this application. Parks Rules and Regulations will be strictly enforced. Copies of the Parks Rules and Regulations are available in the Department of Administration, Room 217 of the Municipal Building.

The renter may not sublet the facility.

I have read and understand all fees associated with this rental agreement. I understand, I must comply with all Department of Parks and Recreation rules and regulations and am responsible for the compliance of all participants, volunteers and spectators. I understand that if any users are found to be in violation of the attached **RULES AND RENTERS RESPONSIBILITIES**, I will be subject to all applicable fines and penalties, including the immediate closure of the event and loss of future permitting and use privileges.

Printed Name

Date: _____
MM/DD/YY

Signature
Coleman Memorial Park
Amphitheater Rental Agreement V 2.0

**City of Lebanon, Department of Public Works
Coleman Board of Trustees
Official use only**

Approval Page Application # _____

Date Application Received: _____ (from page 1)
mm/dd/yy

Date of Event: _____ (from page 1) availability checked **-Public Works calendar** marked-"Pending" _____
mm/dd/yy (initial)

Total rental Fee: \$ _____ (from page 2)

The technician scheduler requires immediate notification of the event.

Technician Scheduler notified by _____ (six weeks prior) Technician confirmed _____
(initial) (Initial - Date mm/dd/yy)

Security and parking requirements must be set 21 days before the scheduled event.

Security/parking needs evaluated by _____ Security Requirements _____ / _____
(Name - Date mm/dd/yy) (Number of Security/Parking Required)

Rental Applicant informed of Security Requirements _____
(Name - Date mm/dd/yy)

Security Scheduling Confirmed _____
(Name - Date mm/dd/yy)

Notice of Denial -- (**must be issued not less than 30 days of event**) _____
Name - Date mm/dd/yy

Rental Fee Paid _____ (Due 15 days **following approval**) Received by _____
(Date mm/dd/yy) (Name)

Site Supervisor is scheduled _____
Name of Supervisor

Permit Approval/Signature: _____ Date: _____
CMP Trustee

Permit Approval/Signature: _____ Date: _____
(Mayor or designated official)

Amphitheater Event Confirmed, scheduled on the Park Master Calendar -Applicant notified _____
(Initial - Date mm/dd/yy)

Post Event Action

Site Supervisor turns in a event report. Security Deposit return authorized YES NO

A report is written why deposit is held. The report will estimate damage or scheduling time over run.

The report is attached to the rental application.

The rental applicant is notified of the findings of the supervisor. Legal notification of damage is given if necessary.

The applicant receives a security deposit return check if approved.

Proceeds from the Amphitheater Rental are forwarded to the Coleman Park Commission.

RULES AND RENTERS RESPONSIBILITIES

Please note that the Park itself cannot be reserved. It is open to the public. Check for conflicting activities on the Coleman Park Master Calendar, which is found on the park website at; www.colemanpark.com

USAGE: The Community Amphitheater at Coleman Memorial Park is available for not-for-profit performing arts activities and other not-for profit events that are of benefit to the community. **Admission may not be charged to any event. Free will collections may be implemented.** Rental will be denied to activities that are likely to cause public disturbance or damage to City or private property.

- **SCHEDULED TIME:** Scheduled time will include, Set up – Event time - and Clean up, all to be accomplished within your paid time. The scheduled departure time must be observed, all or part of your security deposit will be held if you or your guests stay past the reserved time.
 - **SET UP:** You and/or your organization are responsible for setting up and tearing down any chairs or other equipment used on stage or in the seating area. Property that you have rented must be removed from the premises at the time of your departure. It may not be stored at the amphitheater unless approval in advance is granted.
 - **PARKING:** Vehicles may not be driven or parked on the grass, unless directed to do so by a park authorized attendant. No person(s) may park on or block the right of way at any time. Safe passage and pedestrian access must be allowed at all times. Person(s) found in violation will be prosecuted. No parking is allowed inside of the amphitheater-fenced area.
 - **DELIVERIES:** All deliveries made in support of your event must be scheduled to arrive within your paid rental time unless approval is granted by Coleman Memorial Park Board of Trustees.
 - **DECORATIONS/SIGNS:** Decorations, stage props, scenery, signs, posters, placards etc. shall not be attached (taped, stapled, nailed, tacked) to any park property. Glitter, confetti and silly string are prohibited. The use of easels is encouraged.
 - **FLIERS/BROCHURES:** Any distribution of flyers, leaflets, brochures, printed literature and materials, et al must have prior approval from the Mayor. Also, no person(s) shall deface, disfigure, or damage or tamper with City / Park property.
 - **ADDITIONAL EQUIPMENT:** Placement of additional equipment, refreshment vehicles, or caterers must be approved prior to the event. Tents, tables and other equipment are not permitted on grassy areas without prior approval from Coleman Memorial Park Board of Trustees.
 - **AMPHITHEATER PROPERTY:** Property belonging to the amphitheater may not be removed from the stage or rooms at any time.
 - **SMOKING:** Smoking is not permitted in any area of the amphitheater or its facilities.
 - **ALCOHOLIC BEVERAGES:** Alcoholic beverages are not permitted in any area of the park.
 - **STORAGE/ USE OF FLAMMABLE MATERIALS:** Gasoline, distillate, or other petroleum product or other substance or material of an explosive or flammable nature are not permitted on any part or portion of the premises without written consent of all insurance companies carrying fire or rent insurance on all of the park's premises, nor do any act or engage in a conduct which shall cause increase in fire insurance rates or fire hazards. Use of candles or any open flame are prohibited.
 - **MUSIC AND NOISE:** All music and PA systems must be turned off by 9 p.m. seven days a week unless otherwise approved in advance by the City of Lebanon. The volume of sound must be in keeping with the nature of the park and in relation to residential areas. Coleman Memorial Park Board of Trustees reserves the right to lower the volume and/or discontinue the event if the noise/sound is disturbing to surrounding residential areas. Copies of noise ordinances are available at the Department of Administration, Room 217 of the Municipal Building.
 - **CLEANUP/TEARDOWN:** All equipment, supplies and food must be removed from the premises after your function. None of your group's belongings may be stored at or in the amphitheater. The facilities must be "broom" clean prior to your departure. All debris, decorations and trash must be placed in trashcans or bags before departure.
- DEPARTURE TIME:** It is recommended that renters, guests, et al. plan to be off the premises at dark.
- **LOSS/DAMAGE:** You and /or your organization are responsible for any loss, damage or theft of personal property that is incurred by your organization and/or those in attendance. You and/or your organization are also responsible to restore damaged premises to pre-event condition.
 - **STAFF AUTHORITY:** Coleman Memorial Park Board of Trustees and authorized representatives reserve the right to cancel the Amphitheater Rental Agreement at any time during the event if these rules and/or City ordinances are violated.
- **Inclement Weather**
No refunds will be given for lack of attendance or inclement weather.
- **Security Deposit Refunds**
A security deposit refund, if approved, will be issued by the Department of Public Works, following the report of the site supervisor. The supervisor will determine if all rules and renters responsibilities have been adhered to. A written report will be furnished if the deposit is withheld. The ruling of the site supervisor is final.