

**HAMPTON PARKS AND RECREATION DEPARTMENT
MOBILE STAGE RENTAL AGREEMENT**

Agency Name _____

Agency Representative and Title _____

Address _____ City _____ State _____ Zip _____

Home # _____ Work # _____ Cell # _____

Name of Event _____

Location of Event _____

Date of Event _____ Email: _____

Set Up Date _____ Set Up Time _____ AM PM

Take Down Date _____ Take Down Time _____ AM PM

Hold Harmless/Indemnification

It is understood and agreed that leasing Agency hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of leasing Agency, its subcontractors, agents or employees under or in connection with this Agreement or the performance or failure to perform any work required by this Agreement. Leasing Agency agrees to indemnify and hold harmless the City and its agents, volunteers, servants, employees and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Agreement, and (c) the performance of the work by leasing Agency or those for whom leasing Agency is legally liable. Upon written demand by the City, Agency shall assume and defend at leasing Agency's sole expense any and all such suits or defense of claims made against the City, its agents, volunteers, servants, employees or officials.

Due to the potential risk of damaging property and causing bodily harm, the Hampton Parks and Recreation Department staff will be solely responsible for the mechanical operation of the mobile stage. **NO EXCEPTIONS.**

Insurance

During the performance of the work under this Agreement, the leasing Agency shall maintain the following insurance:

- A. General Liability Insurance, including but not limited to coverage for all premises and non-premises operations, independent Contractors, broad form property damage coverage, including explosion, collapse and underground property damage hazards, personal injury liability protection including coverage relating to employment of persons, contractual liability protection and products and completed operations coverage. This insurance shall provide bodily injury limits of not less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate and with property damage limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- B. The leasing Agency shall furnish the City certificates of insurance for all the insurance coverages described herein upon request. At least thirty (30) days written notice shall be given to the City prior to any cancellation or modification of any insurance required under this Agreement.

RENTAL AUTHORIZATION AND PAYMENT LOCATION:

Hampton Parks & Recreation
22 Lincoln Street
Hampton, VA. 23669
PHONE: (757)727-8314 FAX: (757)727-8313

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The leasing Agency agrees to return the mobile stage in fully serviceable condition or to bear all costs to correct all damages, which occur while the mobile stage is in custody of the leasing Agency. Charges will be cost of labor and materials plus 15% surcharge to compensate for work disruption.

Full payment is due 3 weeks in advance of event. Notification of event cancellation must be given at least one week prior to the event in order to receive a refund of fees paid, less 10% for Administrative Fees. There will be no "Rain Date" rescheduling.

In addition to the listed rates, a staff/attendant fee of \$ 20.00 per hour will be assessed for use outside of the normal work hours (Monday - Friday, 7:00 am - 3:30 pm), during weekends, Holidays, and in adverse weather conditions. Use is defined as the length of time the stage is open for use, not the length of performances, programs, etc. The determination to close the stage for safety in adverse weather conditions will be made by the assigned attendant and no refund will be issued to the renter. The stage will be used only in Hampton, Newport News, Poquoson, and York County.

Rates: City of Hampton, Hampton City Schools are \$200 per day. Churches, Social, Civic, or non-profit organizations, and neighborhood groups are \$400 per day. All commercial organizations are \$700 per day.

Stage use rules and guidelines:

- 1) The stage will not be pulled through tunnels or across bridges greater than one mile in length.
- 2) Renter is responsible for removal of all banners, strings/rope, tape, thumb tacks, staples, etc.
- 3) No paint, stickers, graffiti, or permanent markings of any type are permitted.
- 4) Renter is responsible for removal of trash and debris left on and around the stage at the end of use.
- 5) Site selection is done by the renter, and as such the renter is responsible for site renovations and repair if necessary.(i.e. ruts or disturbed turf)
- 6) Proper supervision of children in the stage area is advised.

General stage information: Basic working platform area: 28' x 16' Maximum working platform area: 40' x 24' (additional cost) Open length: 45' Open height: 21 '

I have read and fully understand the above and agree to the terms and conditions.

Signature of Agency Representative _____ Date _____

Printed Name _____

TO BE COMPLETED BY THE PARKS & RECREATION DEPARTMENT

Approved _____

Denied _____

Stage Rental: \$ _____

Staff Hourly Fees: \$ _____

Total Charges: \$ _____

Check # _____ MO # _____ Receipt # _____

Make checks payable to: City of Hampton

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