

**RENTAL AGREEMENT
FOR USE OF THE STAGE AT CITY PARK**

THIS LEASE AGREEMENT made and entered into this _____ day of _____, 20____, by and between the Vidalia Convention & Visitors Bureau, hereinafter called “Lessor” and _____ hereinafter referred to as “Lessee”.

WITNESSETH: That Lessee for and in consideration of a use fee in the amount of \$_____, plus a security deposit (mandatory) in the amount of \$_____, of which is hereby paid to Lessor as of the execution of this lease, the Lessor agrees that Lessee shall have the use of the Stage at City Park at the date and time only and for the purpose only as hereinafter stated and upon the following conditions which Lessee agrees to preserve, keep and perform:

Lessor is renting the Stage at City Park facility (hereinafter referred to as “Leased Premises” to Lessee for the following purpose only, that being _____

1. Lessor does hereby authorize Lessee the use of the Stage at City Park facility from _____ to _____, which shall be called the “Booking Date”. The number of event days are _____. Lessee shall have use of the Stage at City Park facility on said dates during the following hours: From _____ until _____.

2. The balance of the use fee shall be due and payable no later than 30 days prior to the booking date. Failure to do so will cause forfeiture of all fees paid and loss of the booking date.

3. In the event that the booking is canceled by the Lessee more than 30 days prior to the booking date, Lessor will refund all deposits to Lessee. If the booking is canceled within 30 days prior to the booking date, the booking deposit will be forfeited to the Lessor and the security deposit refunded to the Lessee. For the purpose of this paragraph and paragraph 3, the booking date shall be considered the first day of the booking date.

4. The Lessee acknowledges that it has determined that the leased facility is suitable for Lessee’s needs and purposes. The Lessee further acknowledges that Lessor is without any information concerning the Lessee’s purposes and needs in this respect and Lessor is not able to make any determination or representations respecting the suitability of the leased premises for the Lessee’s purposes and needs. The Lessee releases the Lessor from the covenants and agrees that the Lessor shall not be liable for, and further to hold Lessor harmless against, any loss or damage to property or injury to or death of any person that may be occasioned on account of the use or misuse of the premises by Lessee, its agents and employees.

5. Lessor agrees to furnish general necessities, outlets and equipment in the building, heat or air conditioning and water for normal usage as now installed in the Green Room if utilized; however, failure to furnish any of the foregoing resulting from circumstances beyond the control of the Lessor shall not be considered a breach of this agreement and Lessee shall have the responsibility for furnishing any additional equipment and for removal of the same at the termination of Lessee's booking date. The Lessor will not be liable for the cancellation of any event due to acts of God, riots, strikes, labor difficulties or any other acts or occurrences including damage sustained from a previous event which is beyond the reasonable control of the Lessor (any payment made of behalf of the Lessee will be returned).

6. Lessee has inspected the leased premises prior to entering into possession thereof and prior to executing this contract and accepts the same in its present condition as safe, sound and suitable for its use.

7. **Lessee is herewith paying a security/damage deposit in the amount of \$500.00.** The damage deposit will be refunded to Lessee provided that Lessee has complied with all terms of this agreement; otherwise, the same will be retained by Lessor and any charges for repair of any damages, or payment of tech fees will be billed to the Lessee.

8. Lessee shall at the completion of its booking date return the premises and all furniture, equipment and fixtures used in connection therewith to Lessee in as good a condition as it is at the execution of this lease, with the exception of normal wear and tear. Lessee assumes responsibility for damage to or loss by theft or otherwise, of the Stage at City Park premises and all furniture, equipment, and fixtures.

9. Lessee shall not have the right to assign this lease or any rights hereunto or to sublet said premises without the prior written consent of the Lessor.

10. Lessee assumes all costs and liabilities arising from use of copyrighted materials, equipment, devices, processes, dramatic rights and music rights resulting from the event held by Lessee and further agrees to hold the Lessor harmless from any responsibility for said use.

11. Lessor shall not discriminate in its use of the facilities based upon race, sex, color, creed, familial status, or national origin. Lessee agrees that its performers, agents and employees shall not conduct themselves so as to excite or entice patrons to participate in the event or leave their seats to create hazardous situations.

12. All activities shall cease one-half hour before expiration time of the contract and the premises must be vacant when contract expires, or an additional rental fee shall apply. Lessee will remain until everything is returned to its original condition. **Return of the security/damage deposit will be made within 20 business days of the booking dates after a close examination of the facility by the Lessor if there is no damage to the Stage at City Park or its contents.**

13. The premises will not be rented to any activity that will bring discredit to Lessor or the City of Vidalia. The City of Vidalia and Lessor reserve the right to cancel any activity

that will bring discredit to Lessor or the City of Vidalia. **Lessee will have a representative present at all times while the event is taking place and until the premises are returned to its original condition.**

14. **Lessee hereby agrees to abide by all local, state, and federal laws for the premises.**

15. **Lessee agrees that no posters, signs, or other decorations will be permitted on walls, windows, or doors. Failure to follow these directions will result in forfeiture of the damage/security deposit.**

16. No equipment shall be loaned or removed from the premises. Electrical and wiring systems shall not be altered in any way.

17. All activities shall end at 11:00PM with general clean-up and premises vacated by 12:00 a.m. midnight. All trash and food must be removed from the premises upon vacating the premises after the event.

18. All exit doors must remain unlocked at all times the building is in use and no open lit cigarettes, cigars, flames, etc, shall be permitted in or on the premises at any time.

19. Only materials approved by the CVB Director's Office will be used as decorations and/or scenery.

20. No standing, loitering or obstruction of any kind will be permitted in the exit doors.

21. On duty police officers and firefighters of the City of Vidalia may enter and exit the building at any time.

22. Weapons and/or materials of any kind that may harm or endanger lives, property, etc., are strictly prohibited. Some of these materials include, but are not limited to firearms, knives, razors, dynamite, and/or fireworks.

23. If event requires any type of vendors, whether food, services, promotion, etc., Lessee agrees to provide the Vidalia CVB with event vendor requirements. The Vidalia CVB has the right to deny any vendors it determines are unsafe or inappropriate.

24. Capacity of the City Park facility is 5,000. Lessee understands that the capacity cannot be exceeded under any circumstances.

25. Lessee agrees to pay Lessor \$1.00 per ticket sold to the event. Payment must be made within one week after the event.

26. The following fee for services required for set up and management of the event will be billed by the hour according to the fees listed in the Stage at City Park Guidelines: # Police Personnel at \$25.00/hour per employee and if needed VCVB Personnel at \$20.00/hour

per employee; full fencing for a ticketed/gated event; ESG Personnel/Public Works at \$20.00/hour per employee. Lessor will invoice Lessee after the event with all charges due within 14 day of receipt of invoice.

In an effort to be fiscally responsible to the taxpayer and to provide for the needs of the lessee, the following policies are in effect.

27. We normally turn on heating one (1) hour before scheduled occupation of the Green Room. We normally turn on air conditioning one (1) hour prior to the scheduled occupation. The schedule is set upon signing of the contract. We have found this time sufficient to alter the indoor temperature providing the outdoor ambient temperature is not extremely hot or cold.

Agreed upon this date, _____, 20____, by the parties to the lease agreement herewith.

Lessee (Event Representative/Agent)

Alexa Britton, Vidalia CVB Director

HOLD HARMLESS AGREEMENT

The _____, (hereafter called the Lessee) agrees to indemnify and save the Stage at City Park and any of its owners, agencies, officials, and employees, harmless on account of any and all claims for damages to persons or property, which arise from any activity related to the special event held by the Lessee on (date) _____ at the Stage at City Park.

The Stage at City Park and any of its owners, agencies, officials, and employees shall not be responsible for any indebtedness incurred by the Lessee in the execution of this special event.

Lessee (or Agent)

Date

Alexa Britton, VCVB Director

Date