

# Stage at City Park

Vidalia, Georgia



**Stage at City Park Location:**  
114 Jackson Street/101 Durden Street  
Vidalia, Georgia 30474

**Administrative Office:**  
Vidalia Convention & Visitors Bureau  
100 Vidalia Sweet Onion Drive  
Vidalia, Georgia 30474

# Vidalia, Georgia

Thank you for your interest in the Stage at City Park located in beautiful historic downtown Vidalia, Georgia!

Constructed in 2014, the Stage at City Park space consists of a 2ft. high elevated concrete stage with a green room along with a grassy area adjoining the stage and a concrete semi-circular pad in front that can be used as a dance floor. The remainder of the park is paved asphalt that will accommodate vendors and spectators during events. The paved area is 2.7 of the park's 3.5 total acres.

The Stage at City Park may be reserved and used for special events and performances with an expected attendance of 5,000 guests or less. Rental opportunities include the stage and green room, lawn seating and park (on asphalt) areas.



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# Hours and Days of Availability

The Stage at City Park is owned by the City of Vidalia and is for the enjoyment of our community. The Stage at City Park facility is managed by the Vidalia Convention & Visitors Bureau Authority. The VCVB Authority reserves the right to approve or disapprove any event that they feel is contrary to the intended purpose of the facility or the Downtown Vidalia Historic District.

**Who may use the facility:** Government, Registered Non-Profit (501c3) Organizations, Churches, Non-profit events (weddings, birthdays, etc.), Commercial/For-Profit Events

**The facility may not be used for:** any type of political activity

## 1. Availability Schedule

- a. The Stage at City Park is available for rental during the following hours:

|                         |                        |
|-------------------------|------------------------|
| Monday through Saturday | 7:00 a.m. – 11:00 p.m. |
| Sunday                  | 9:00 a.m. – 10:00 p.m. |

- b. There will be no concerts or other special events scheduled on City of Vidalia holidays. City affiliated events are exempt.

|                        |                          |
|------------------------|--------------------------|
| New Year's Day         | Martin Luther King's Day |
| President's Day        | Memorial Day             |
| Independence Day       | Labor Day                |
| Veteran's Day          | Thanksgiving Day         |
| Day after Thanksgiving | Christmas Eve            |
| Christmas Day          |                          |

- c. Non-City of Vidalia Sponsored Events will be limited to **one (1) event per month.**

# Reservation Procedures

## 2. Rental Application

- a. Reservations are accepted on a first come, first served, first pay basis. The full facility may be reserved up to 6 months in advance upon receipt of a signed Rental Agreement and all fees. All prospective Applicants must complete and submit a Rental Application. The application must contain all required attachments, including an event proposal and proposed event site plan.

- b. The Vidalia Convention & Visitors Bureau Authority (VCVBA) has the exclusive right to determine whether to allow an individual or organization to use the facility. The decision to approve or deny facility use is based on whether or not the planned event is in the best interest of the City of Vidalia. All facility reservation requests will be evaluated by the VCVBA on the following factors:
- Availability on the requested date(s)
  - Nature and character of the proposed event
  - Financial condition of the Applicant to undertake the event  
(The VCVBA reserves the right to request financial statements and references)
  - Ability of the Applicant to properly manage the event
  - Ability of the facility to safely accommodate the event without damage to the facility
  - Applicant's prior rental history at the Stage at City Park or other venues
  - Ability of the City of Vidalia to adequately support the event
  - Safety concerns
  - Impact on the surrounding community (i.e., noise, lights, etc.)
  - Other events previously scheduled by the City or its entities.
- c. No oral agreements for use of the Stage at City Park are valid. Reservations are valid when confirmed in writing with the approval of the Rental Application and Rental Agreement. If the request is rejected, the Applicant will be notified in writing within 2 weeks.
- d. Rental Fee must be paid in full at the signing of the Rental Agreement. With few exceptions, all other fees are due at the signing of the Rental Agreement.
- e. Reservations are tentative until a Rental Agreement is signed by the Applicant, reviewed by VCVB Director, executed by the City of Vidalia, and all appropriate fees are paid. The agreement must contain all required attachments, including an event proposal, proposed event site plan, licenses, and insurance documentation, depending on the nature of the event.
- f. The City of Vidalia's VCVB Director will work with each Applicant to provide the coordination necessary to hold events at the Stage at City Park. All communications between the Applicant and the City of Vidalia shall be through the VCVB Director.

### **3. Rental Agreement**

- a. Once the Rental Application is approved, the VCVB will prepare a Rental Agreement. An Applicant, or any other person, firm, or corporation may not advertise an event, sell tickets or use any space or facilities at the Stage at City Park without a properly executed Rental Agreement. The Rental Agreement will provide the terms and conditions of the rental, fee information, insurance requirements (if necessary), event dates, facility use



restrictions, ticket sales information, and any other special conditions associated with the rental. Rental Agreements do not cover any space or accommodations other than those listed in the document.

- b. The Rental Agreement is solely between the Applicant and the VCVBA; therefore, no other party/parties are allowed to represent the contracted parties. All persons signing the agreement must be at least 21 years of age, and shall be legally and financially liable and responsible for any damages and injuries that occur during the rental period.
- c. Applicants cannot sublease or assign its reservation to another individual, group, or organization without the prior written approval of VCVBA.
- d. Any misrepresentation as to the nature of the event, expected number of attendees, contact, or payment information, or any other falsification of permit documents will result in immediate cancellation of the event and forfeiture of all fees paid, and may also result in denial of future permit requests and/or legal action.
- e. **Equal Opportunity:** No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in connection with an event held at the Stage at City Park based on the grounds of race, religion, color, national origin, sex, familial status, marital status, age or the presence of any disability.

#### **4. Applicant Responsibilities**

- a. Applicants are solely responsible for organizing, financing, advertising, and conducting the event and activities stated on the Rental Application. Neither the VCVB, the City of Vidalia, nor the Stage at City Park shall be a sponsor or supporter of an event unless agreed to in writing.
- b. Applicant shall pay for talent, sound and lights, stagehands, publicity, advertisements, backstage catering, event security, medical services, ASCAP/BMI/SESAC fees, transportation, trash removal, equipment (to include a bucket lift, portable lighting, fencing and barricades etc.), telephones, event maintenance, crowd sanitation, runners, personnel and services necessary for the efficient and safe presentation of events at the Stage at City Park.
- c. Rentals will require the provision of portable toilets at the sole cost of the Applicant depending on the scope and nature of the proposed event. Final determination to the number of portable toilets is at the discretion of the VCVB Director/City Manager.
- d. Applicant shall obtain or shall require its agents and contractors to obtain all necessary permits, licenses, and liability insurance (if necessary). Applicant shall abide by all applicable laws and ordinances and these rules and regulations.

- e. Applicant shall provide the VCVB Director with a list of event staff and their designated areas of responsibilities. The staff list should include a clear indication of those staff members authorized to access the facility. Applicant shall identify an authorized representative to obligate Applicant for charges for services, personnel, and equipment. Applicant is responsible for obtaining an efficient form of communication for its event staff.

## **Stage at City Park Use Fees and Policies**

### **5. Payment of Fees and Deposits**

- a. All fees payable to the VCVB in connection with renting the Stage at City Park shall be paid with a corporate check, money order, cashier's check or credit card (MasterCard, Discover or VISA).  
The full Rental Fee is due upon the signing of the Rental Agreement. If full payment is not received by this time, the VCVB will cancel the reservation and will retain all deposits paid by Applicant. Failure to pay all fees may also result in denial of future permit requests.
- b. For events booked within 30 days of the event date, payment will be due in full immediately, and will only be accepted in the form of money order, cashier's check or major credit card.

### **6. Security/Damage Deposits**

- a. The minimum security/damage deposit of \$500.00 is required at the signing of the Rental Agreement. The Green Room security/damage deposit of \$400.00 is required at the signing of the Rental Agreement.
- b. Deposits shall be used to repair, replace, or pay for any property damage that occurs during the rental either by the Applicant or any participant at the event produced by the Applicant. The unused portion of the deposit may be refunded to the Applicant after the event. However, the deposit may be held at the VCVB or City's discretion for any period of time necessary to determine the full extent of damages and to make all repairs and/or secure replacements. The deposit shall be returned upon the following conditions:
  - 1. All terms of the contract have been met.
  - 2. All facilities are left in good and clean condition.
  - 3. Cancellation procedures have been followed.

- c. An advance security/damage deposit does not relieve the Applicant of the obligation to provide a Certificate of Insurance as outlined in the Rental Agreement and these policies, nor does it limit the City's right to charge the Applicant for the full amount of damages incurred.
- d. If no damage is found, or if the deposit posted exceeds the damage claim, the excess security/damage deposit will be applied to any outstanding charges for rental, equipment, or services. Any remaining deposit will be refunded by VCVB check or credited to the original credit card.

**7. Returned Check Policy**

Any returned checks on a security/damage deposit or rental fee will result in a \$25 service fee. Upon receipt of a returned check, any and all reservations will be immediately cancelled.

**8. Facility Rental and Deposit Rates**

- a. All fees for the Stage at City Park are established by the VCVBA and are subject to change.
- b. Rental charges refer to the rental of the facility and do not include the cost of any labor or other costs not explicitly stated otherwise. User costs vary depending on the nature of the event.

**9. Rate Categories and Fees**

**Non-Profit Benefit Events**

**\$500**

- Events that are promoted or sponsored by a public, civic, educational, religious or charitable organization. Organizations must be physically located in Toombs County or Montgomery County, Georgia.
- A private, non-profit group must be registered with the Georgia Department of State and have a 501 (c) (3) status.
- Event is Open to the Public.
- Admission or entry fees may be charged.
- The Primary focus of the event is to raise funds for a charitable purpose.
- Political action groups, political parties, and political candidates do not meet the qualifications for the non-profit or civic group rate.

- Any costs for services provided by and incurred by the VCVB or the City of Vidalia for the operation of the event must be paid.

**Private Events**

**\$2,000**

- Closed to the public with no admission or entry fees charged
- Non-revenue producing event
- Any costs for services provided by and incurred by the VCVB or the City of Vidalia for the operation of the event must be paid.

**Commercial/For Profit Events**

Fee \$

- Open to the public where the primary objective is making a profit
- Admission or entry fees are charged
- Any cost for services provided by and incurred by the City of Vidalia for the operation of the event must be paid.
- Sponsor signage
- Commercial/For Profit Events require payment in full at the time of reservation

**Green Room**

**\$400**

The Green Room is located behind the stage in the hallway and is available for rent. It has a total capacity of 15 people per fire code and is equipped with a refrigerator, microwave oven, coffee maker, sink, sitting area and bathroom. It is supplied with basic paper goods consisting of paper towels, paper hand towels, bathroom tissue and trash bags. All other supplies needed must be furnished by the Applicant.

**10. Coordination of Services (Exclusive Services)**

To best serve its guests and to maintain the integrity of the Stage at City Park facilities, it is the policy of the VCVB that certain services shall be provided by the City or its authorized agent(s) with the Applicant reimbursing the VCVB for all costs associated with the provision of such services. These services MAY include and are not limited to:

- Emergency medical
- Janitorial
- Building/grounds trash collection
- Parking management
- Law enforcement
- Fire protection
- Event Monitoring

**11. Detail Pay (Additional)**

|   |  |
|---|--|
| Police Personnel:                         | \$25.00/hour per employee              |
| Public Works Personnel:                   | \$20.00/hour per employee              |
| Fire Personnel:                           | \$25.00/hour per employee              |
| VCVB, Parks and Recreation/ESG Personnel: | \$20.00/hour per employee              |
| Extra Trash Receptacles                   | \$25.00/5 receptacles                  |
| Fencing Installation                      | Determined by amount of fencing needed |

**12. Ticket Sales/Admission Fees**

Tickets (if sold for the event) may not be sold prior to approval of the Rental Agreement. Applicant may charge an admission fee to guests in the form of ticket sales. Ticket sales shall not exceed the capacity of the Stage at City Park and shall be limited to 5,000.

**13. Payment for Emergency Medical and Police Personnel**

- a. Applicant shall employ, at its sole expense, additional police, fire and emergency medical personnel as required by the City of Vidalia to assure the safety and security of the event, guests, and staff. The work is considered outside voluntary employment which is scheduled by the City of Vidalia and is not considered overtime.
- b. When City of Vidalia extra/off-duty public safety personnel or other department personnel are to be provided, the VCVB will make a determination to the number and cost of extra/off duty personnel.
- c. The VCVB will invoice the Applicant after the event with all charges due within 14 days of receipt of invoice. The Vidalia Fire Department and Parks and Recreation personnel fees will be paid upon the signing of the Rental Agreement.

**Cancellations and Refunds**

**14. Cancellations and Refunds**

- a. Applicants, their guests, and contractors are bound by these Policies and Procedures. The VCVB reserves the right to terminate any approved use of the facilities should these policies not be followed. The failure by the City to terminate use of the facility or to exercise any right, power, or authority shall not constitute a waiver of the terms or conditions of the Rental Agreement and shall

not affect the rights of the City or the VCVB to enforce against any other or subsequent breach by the Applicant.

- b. Refunds of fees and deposits require written notice of cancellation 30 days or more prior to rental date. Cancellation notices of less than 30 days of scheduled date will result in a complete forfeiture of deposit and rental fees.
- c. In the event that the VCVBA is unable to deliver possession of the facilities, it will refund all deposits and rental payments to the Applicant in their entirety.

## **15. Force Majeure**

The City of Vidalia is not responsible for any event that is prevented, rendered impossible or infeasible by any act or regulation of any public authority, civil tumult, strike, epidemic, interruption in or delay of transportation services, war conditions, emergencies, or other cause beyond the control of the VCVB or the City of Vidalia. The VCVB nor the City of Vidalia will not make any refunds for, or reschedule any events cancelled as a result of a force majeure.

## **16. Inclement Weather**

- a. The Stage at City Park is an outdoor venue subject to changing and inclement weather conditions. Events are not postponed unless the National Weather Service issues a severe thunderstorm watch or warning for the time of the event. If an event is postponed due to inclement weather, the City will attempt to reschedule the event. In the case of rain on the day of the event, it is the Applicant's responsibility to contact the VCVB Director to receive information about whether the facility conditions are conducive to holding the event, or to reschedule. The decision of VCVB Director or designee is final. The VCVB does not reserve dates for the use of the Stage at City Park for inclement weather back-up.
- b. The intent of this policy is to ensure the safety of City of Vidalia residents, employees, and visitors and ensure efficient operation of the Stage at City Park or parks during severe/hazardous weather. Inclement weather may be described as stormy, severe, tempestuous, harsh, or merciless.
- c. Whenever it is determined that weather conditions may endanger, or place at risk, the health or safety of our residents, employees or visitors, or that conditions or events prevent performance of regular operations, services or responsibilities assigned to a scheduled event, closure of the Stage at City Park may be deemed necessary.
- d. The VCVB Director or designee shall make decisions regarding the conditions affecting the closure of the Stage at City Park. This may include the cancellation of activities or events scheduled at these locations.

# **Insurance and Indemnification**

## **17. Indemnification**

- a. The City of Vidalia assumes no responsibility for any property placed on or in its facility or grounds. The Rental Agreement shall indemnify, save and hold harmless the VCVB, the City, its officers, agents, and employees from any and all claims for losses, injuries, damages, and liabilities to persons or property, caused wholly or in part by the acts or omission of users, its agents, officers, employees, guests, or any person or persons admitted to the premises by the Applicant.
- b. The Applicant assumes full responsibility for character, acts, and conduct of all persons admitted to the premises by the consent of the Applicant, its officers, employees, or agents.
- c. The Applicant shall indemnify and save harmless the VCVBA and the City from all suits brought against the City on account of any injuries or damages received or sustained by any party or parties by and from the Applicant, its officers, agents, employees, members, or any person admitted to the premises by the Applicant in the exercise or right and privileges granted here or on account of any admission of the Applicant.

## **18. Hold Harmless**

- a. Applicant agrees to hold the VCVB/A and the City of Vidalia, its officers, officials, employees and agents harmless from any and all claims, demands or liability for injuries to person or damage to property, including claims by employees of Applicant or claims by any contractor or sub-contractor which damages or injuries are occasioned by or in any way arising out of use or occupancy of the premises by the Applicant, its agents, invitees, officers and employees.
- b. Applicant further agrees to the fullest extent permitted by law, to defend, indemnify and hold harmless the VCVB and the City of Vidalia and its employees from and against all claims, damages, losses, and expenses, direct or indirect, or consequential damages, including, but not limited to, attorney's fees arising out of, or resulting from, the use or occupancy of the premises.

## **19. Insurance Requirements**

- a. A certificate of insurance is required from Applicants evidencing insurance with policy limits equal to or greater than the limits described below. Insurance must be written by a

licensed agent in a company authorized to do business in the state of Georgia. Certificates must name the VCVB and the City of Vidalia as additional insured, in an amount specified by the City of Vidalia and must be in effect for the duration of Applicant's occupancy of the facility, including move-in, move-out, and rehearsal dates.

- b. Applicant shall obtain and maintain at their expense, insurance with policy limits equal to or greater than the limits described below for the duration of the event. Proof of insurance must be received by the VCVB within 30 days of the signing of the Rental Agreement.
- c. Accordingly the Applicant and/or User shall provide a certificate evidencing the following:

**1. Workers Compensation / Employers Liability Insurance – Statutory**

- a. Employers Liability Insurance by Accident, Each Accident:  
\$500,000
- b. Employers Liability Insurance by Disease, Policy Limit:  
\$500,000
- c. Employers Liability Insurance by Disease, Each Employee:  
\$500,000
- d. Must comply with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted
- e. Must cover all Applicant's personnel performing work in connection with the rental

**2. Commercial General Liability Insurance (Including Contractual Liability Insurance)**

- a. Bodily Injury and Personal Property Damage Liability, Each Occurrence: \$1,000,000
- b. Products Completed Operation Aggregate Limit: \$2,000,000
- c. Personal and Advertising Injury Limits: \$1,000,000
- d. Fire Damage Limits: \$300,000
- e. Commercial General Liability Insurance covering all operations (including product / completed operations and personal injury), and Fire Legal Liability of property damage and bodily injury (including death).

**3. Business Automobile Liability Insurance**

- a. Combined Single Limits Each Occurrence \$500,000
- b. Including operation of non-owned, owned and hired automobiles
- c. The policy shall cover loss due to bodily injury or death and any person, or property damage arising out of the ownership, maintenance, operation or use of any motor vehicle whether owned, non-owned, hired or leased



#### **4. Liquor Law Liability**

- a. Each Occurrence: \$500,000
- b. Required if authorized to sell or serve alcoholic beverages

#### **5. Crime Coverage**

- a. Required if any portion of ticket sales, parking revenues, merchandise sales or concession sales revenue is payable to the City of Vidalia.
- b. To include Third Party Endorsement, naming the City of Vidalia as Loss Payee in accordance with the following limits:
  - 1) \$100,000 Employee Theft – Per Loss
  - 2) \$100,000 Inside Premises Loss Money/Securities
  - 3) \$100,000 Forgery
  - 4) \$100,000 Computer Fraud
  - 5) \$100,000 Funds Transfer Fraud
  - 6) \$100,000 Money Orders and Counterfeit Paper Currency
- c. It is understood that insurance in no way limits the liability of the Applicant and/or User of the Stage at City Park facility.
- d. Certificates of Insurance are to list the City of Vidalia, its officers, officials and employees as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (Including coverage of the indemnification and hold harmless agreement) contained within the Rental Agreement.
  - 1) This insurance for the additional insured shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insured.
  - 2) Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation), with no Cross Suits exclusion.
  - 3) Such certificates shall be provided to the VCVB Executive Director and must identify the "Certificate Holder" as follows:
    - The City of Vidalia, Georgia
    - 114 Jackson Street, P.O. Box 280
    - Vidalia, GA 30474
- e. The City of Vidalia must approve all insurance certificates, endorsements and/or policies prior to the start of any activities or events.
- f. The City of Vidalia reserves the right to cancel any event upon failure of the Applicant and/or User to provide such proof of insurance within the specified time period.

# Event Safety and Security

## **20. Occupancy Limits**

No Applicant shall schedule an event, which will have an attendance larger than the posted maximum occupancy of 5,000 guests for the Stage at City Park. All capacity limits will be enforced. The VCVB/City of Vidalia reserves the right to monitor the attendance and to limit admission - should the City Park reach capacity.

## **21. Access by Facility/City of Vidalia Personnel**

- a. In performance of their duties, City of Vidalia personnel shall have the right to enter the areas contracted by the Applicant. Any working staff person representing the City of Vidalia may have access to the premises as deemed necessary to address facility issues. At all times, Applicant will honor the official identification credentials worn by the City of Vidalia personnel.
- b. Nothing contained in the Rental Agreement shall be construed to prohibit the City of Vidalia, its Police Department, Fire Department, Health Department, or any other State agency, its agents or its employees from entering the rented premises for the purpose of discharging their lawful duties.

## **22. Courtesy Credentials**

Applicant shall provide courtesy credentials in order for City of Vidalia personnel to attend and monitor the event. Applicant will also insure that all staff, contractors and guests working with the Applicant have visible identification credentials and provide a list of those contractors for staff and security.

## **23. Fire, First Aid and Emergency Medical Services**

- a. On-site emergency medical support may be required for all events. The following guideline will ensure appropriate medical coverage:

|                  |  |
|------------------|--|
| 1 – 1,000 Guests | At discretion of Fire Department based on type of event.                                     |
| 1,000 +          | At least Two (2) EMS Personnel also based on type of event and total number of participants. |

2,500 – 5,000

One (1) Basic First Aid Site  
Three (3) EMS Personnel

- b. Off-duty and/or on-duty City of Vidalia Fire Department Personnel or its contracted ambulance service provider personnel shall provide first aid and emergency medical services during the public hours of the event. Application and payment due with approved Rental Agreement.
- c. The Vidalia Fire Department reserves the right to increase or decrease the level of emergency medical coverage for events, depending on the nature of the event and its associated risks.
- d. Personal injuries must be reported to Stage at City Park Management immediately. Neither the City of Vidalia, its officials, officers, employees nor agents shall be liable for any personal or property damage or injury occurring at the Stage at City Park. Nothing herein shall be construed as a waiver of any immunity or defenses available to the aforementioned parties.

#### **24. Fire Safety, Pyrotechnics and Use of Lasers**

- a. All events must comply with the City of Vidalia Fire Code and are subject to inspection by the Vidalia Fire Department. VCVB may, at its sole discretion, require the presence of the City of Vidalia Fire Department during certain events. Personnel are scheduled at the Applicant's expense.
- b. Open flames, welding, candles and fireworks, or smoke emitting material as part of a performance or display or incorporating a large amount of combustible materials must be individually reviewed by the City of Vidalia Fire Department and are prohibited in the Stage at City Park without specific approval by VCVB.
- c. Laser shows and spotlights are permissible, though each situation must be individually pre-approved in writing by VCVB and the Fire Department. If approved, the use of lasers or spotlights will be strictly controlled and continuously monitored by the Fire Department.
- d. All drapes, curtains, or any materials used during events or performances must be flame retardant.
- e. Fire hose cabinets, fire extinguishers, sprinklers, fire exit doors, route of egress and any other fire safety device must not be hidden, obstructed or otherwise disturbed.

- f. Crates, packing material, wooden boxes and other highly combustible materials may not be stored in any building.

## **25. Security and Law Enforcement**

- a. Applicant is responsible for all costs of providing for the necessary number of uniformed security personnel as determined by the VCVB and bears all costs of event security. The VCVB will determine required security based on the type of the event and projected attendance.
- b. Security / Law Enforcement Officer Staffing Guidelines

**Low Impact Events** **One (1) Law Enforcement Officer**  
With attendance less than 500 guests  
No alcoholic beverages sold or consumed  
No on-site cash  
Private event without public participation

**Moderate Impact Events** **Two (2) Law Enforcement Officers**  
Attendance of 501 – 1,000 guests  
No alcoholic beverages sold or consumed  
On-site cash collection

**High Impact Events** **Two (2) Law Enforcement Officers/1,000 Guests**  
Attendance of greater than 1,000 guests  
Alcoholic beverages sold or consumed  
On-site cash collection  
Evening events

## **26. Crisis Communications**

The VCVB Director shall be notified immediately if a major incident occurs during the event that threatens the safety or welfare of guests, employees, or equipment including incidents that require assistance from an emergency agency such as fire rescue or police. Once notified and if deemed necessary, the City of Vidalia will take the lead in handling all media inquiries regarding the incident. The VCVB will work with Applicant to develop communications materials and manage the media effectively and in a timely manner.

- a. Sidewalks, passageways, halls, stairways, seating areas or exits may not be obstructed by any object or person.
- b. No person will be allowed to bring in or keep anything that may create a fire hazard or be detrimental to the fire protection of the facility. All decorative

material must be flame proof and only use of water-based, non-flammable paint is allowed in set preparation. Open flames of any type, i.e. candles, grills, flash pots, etc. are not allowed.

- c. No gasoline, explosives, oils or artificial lights are permitted in the buildings or on the grounds without the consent of VCVB.
- d. The number, amperage and wattage of lights, fixtures or equipment for any event may be limited, subject to availability.
- e. The loading areas are to be kept clear of debris. Parking in this area shall be limited to the time necessary for loading and unloading. Loading zone regulations will be strictly enforced.
- f. Fire lanes must remain open at all times.

## **Stage at City Park Use and Maintenance Policies**

### **28. Use of Space**

- a. Applicant shall only have use of the space for which a Rental Agreement was granted. Unauthorized use of any facilities on the Stage at City Park grounds for which authorization was not specified may result in immediate suspension of the use of the facility.
- b. All portable restrooms, dumpsters, fencing, generators, trailers, etc., must be removed by the next business day following the event.

### **29. Common Areas**

Common areas of the Stage at City Park including paths, sidewalks, and parking lots are to remain open to the public unless prior approval has been given by the City of Vidalia.

### **30. “Back of House” Amenities and Hospitality**

Applicant is solely responsible for any amenities and hospitality for green room and general “back of house” areas. This includes supplying any food, drinks, towels, or other items. Applicant is responsible for all damage.

### **31. Clean Up and Custodial Services**

- a. The Applicant will receive the facility in a “broom clean” condition prior to the move-in period. During the event, the Applicant will provide the necessary janitorial and grounds staff to maintain all guest areas in a clean and presentable condition. This includes removal of trash, cleaning and maintenance of all public areas, public restrooms, maintaining event aisles, emptying and relining trash cans, mopping up spills, clearing and cleaning of patron seating areas.
- b. Applicant is responsible for the cost of removal of trash, crates, pallets, packaging material, staging material, and lumber, prior to the event opening and during move-out. In order to secure the deposit, the facility should be left as it was found.

### **32. Waste Removal**

- a. The Applicant is responsible for the costs of providing sufficient trash receptacles of adequate size based on the anticipated number of event attendees. Applicant is responsible for the costs of each dumpster as well as the costs of all trash hauls. Applicant must use the City’s Commercial Waste Franchisee, Republic Services.
- b. Applicant is responsible for proper and regulated disposal of any and all toxic biohazard goods, material and substances, and must comply with all applicable laws.

### **33. Storage**

- a. All materials and equipment must be removed immediately after each event.
- b. The VCVB and the City of Vidalia are not responsible for damage to any materials or equipment. Any costs incurred by the VCVB or the City for disposal of materials left on the premises will be subtracted from the deposit.

### **34. Stage at City Park Property**

Property belonging to the Stage at City Park may not be removed or repositioned from stage, green room, mechanical room or hallway. Furniture, benches, planters or other features may not be moved from their locations. If re-arrangement of features or furniture is necessary, such re-arrangement must be approved by VCVB prior to the event and will be performed by City personnel.

### **35. Applicant's Property**

The City of Vidalia shall assume no responsibility for any property placed on its facilities or grounds. Further, the City of Vidalia, its officers, agents and employees, are released and discharged from any and all liability for the loss, injury or damage to persons or property that may be sustained by the use or occupancy of the facility and its environs.

### **36. Lost, Found or Abandoned Property**

The VCVB is not responsible for the theft, loss, or damage to any items left at the Stage at City Park. The City of Vidalia assumes no responsibility for items left by users or lost and found items. The City reserves the right to remove from the building all property remaining in the building after the contracted time has lapsed or to charge the Applicant a storage fee of \$100.00 for the first day and \$25.00 each additional day up to 30 days. All abandoned, lost, or unclaimed property will be disposed of at the discretion of the VCVB.

### **37. Property Loss or Damage**

Applicant is responsible for any loss, damage or theft of personal property that is incurred by the Applicant. Applicant is also responsible for restoring damaged premises to pre-event conditions.

### **38. Facility Alterations**

Temporary or permanent alterations of the facility in any way, including adjustments to electrical power or modifications to the stage area, green room or other areas, is prohibited unless written authorization has been obtained from the VCVB. **Drilling or hammering stakes into any area of the park is not permitted.**

### **39. Damage or Defacement of Facility, Equipment and Property**

- a. The Applicant accepts the Stage at City Park in good order and agrees to return it to the City of Vidalia in the same condition, normal wear and tear excepted. The Applicant is responsible for any damages to permanent fixtures, trees, plants, furniture, fixtures, equipment or any Stage at City Park structure or property. In the event that damages are sustained or policies are not followed, the event may be terminated and future requests for use of the facilities may be denied.
- b. The Stage at City Park will not furnish any tools or materials.
- c. Nails, tacks, staples, brads, etc. may not be driven into any portion of the Stage at City Park or the Green Room; and, no changes, repairs, painting, staining or alterations that will change the finish, appearance or contours of the buildings will be permitted without the consent of the VCVB.

- d. Use of tape on City equipment or building structures is prohibited unless prior authorization by the VCVB and only gaffer, spike or glow tape may be used. No exhibit may be displayed around the Stage at City Park or suspended from permanent fixtures or beams without the permission of the VCVB. No tape of any kind is permitted for use inside the Green Room. A cork/white board is provided for notes, schedules, etc.
- e. Decorations are not permitted on ceilings, painted surfaces, columns, fabric, decorative walls or fire sprinklers.
- f. All decorative materials must be flameproof in accordance with fire regulations.
- g. Adhesive backed decals, event signs, flyers, postcards and stickers may not be distributed anywhere on the premises.
- h. The construction of sets is limited to designated areas. The work area must be kept clean and be cleared upon completion of construction.

#### **40. Inspections**

- a. A facility rental inspection must be conducted by the VCVB Director or designee prior to and following each reservation and must be signed by the Applicant.
- b. The Applicant is required to notify the VCVB Director when they have completed use of the reserved area in order to commence the Check-In/Check-out procedure.
- c. The Applicant or his/her representative must remain at the Stage at City Park until the event is over and all participants, audience, equipment and/or property have been removed. Stage at City Park Management must pre-approve any exceptions to this policy, in writing.

#### **41. Compliance with Toombs County, State and Local Laws**

The Applicant, guests and other persons connected with this event, shall observe and comply with all laws, statutes, ordinances, rules and regulations of the Government of the United States, State of Georgia, Toombs County and the City of Vidalia including but not limited to the Americans with Disabilities Act. Applicant shall indemnify, defend (at the City's option) and hold harmless the State of Georgia, the VCVB, the City of Vidalia, its officials, officers, employees and agents from all damages, costs and expenses in law or equity arising out of the Applicant's failure to comply with applicable laws, statutes, ordinances, rules, regulations or acts. The cost of such compliance is the responsibility of each Applicant, exhibitor or patron.

#### **42. Accommodations for Guests with Disabilities**



- a. The Stage at City Park is ADA accessible.
- b. Service animals are permitted and must remain in close proximity to the guest with a disability at all times and may not block accessible paths of travel.
- c. All flyers and written promotional materials for the event should be made accessible to people with disabilities, including those with hearing and visual impairments. It is recommended that the following statement be included on promotional materials: “If you require a reasonable accommodation due to a disability, including information about this event in an alternative format due to a communication-related disability, please contact 711 or 1-800-255-0135. [your number followed by word “voice”] for the Georgia Relay Service for the hearing impaired.

### **43. Licenses and Permits**

Applicant shall ensure that all contractors and vendors obtain the necessary permits and licenses required by any City ordinance or state law. The Applicant and all vendors shall be required to comply with and acquire any and all applicable federal, state and county permits or licenses for doing business within the State of Georgia, Toombs County and the City of Vidalia.

### **44. Business Licenses**

Any individual or entity intending on selling tickets, concessions, or merchandise, or performing any services, before, during, or after the event must be properly licensed to operate in the State of Georgia.

### **45. Taxes**

Applicant is responsible for collecting all applicable taxes, including federal, state, county and City of Vidalia taxes where applicable.

### **46. Move-in/Move-out (Load-In/Load-Out)**

- a. The Applicant is responsible for all activities related to setting up for, and cleaning up after, an event. The Stage at City Park must be returned to the condition prior to setting up an event.
- b. Move-in or move-out activities are not permitted during event hours or while guests are in the facility. Move-in/out time must be completed within the hours

provided for in the Agreement. Additional time must be approved by Stage at City Park Management and will be charged at the appropriate rate.

- c. City of Vidalia personnel are not available to assist with loading or unloading event equipment or materials.

#### **47. Deliveries**

Applicant is to have an approved agent available to receive and ship all freight within contracted hours of use. Freight will not be accepted prior to contracted dates and Stage at City Park Management will not be responsible for any freight shipped to or from the Stage at City Park. Similarly, all event materials must be removed during move-out.

#### **48. Sound and Lighting**

No on-site lighting and sound equipment is available at the Stage at City Park. Therefore, the Applicant is responsible for providing all light and sound equipment necessary for their event including a lift to gain access to rig the lights and speakers. The Applicant is responsible for all costs associated with the sound and lighting company.

#### **49. Electrical Use**

- a. Adequate electrical capacity to meet the demands of the event is the sole responsibility of the Applicant. The cost of additional electrical supply beyond the permanent service in the Stage at City Park is the sole responsibility of the Applicant.
- b. The Applicant will take all necessary precautions to protect the existing electrical service from overload and damage.
- c. All electrical work shall be performed by licensed personnel only. A State of Georgia-licensed electrician is responsible for and required for all electrical hook-up and on-call duty. Electrical panels may not be modified by any outside electrician. Modifying the City's electrical panel will result in a fine of \$1,000 plus any and all necessary repairs to the electrical panels as a result of Applicant's modification.
- d. All electrical equipment used for lighting, sound, or other effects must meet applicable National Electrical Code and facility requirements. Electrical fixtures and fittings must be UL listed and so marked. Stage at City Park Management reserves the right to withhold electrical power until the City of Vidalia electrical inspector approves the connection. The City of Vidalia reserves the right to inspect and approve or reject all electrical installations.

## **50. Rigging**

- a. A licensed and insured professional rigging company, pre-approved by the VCVB, must provide all rigging. The Applicant is responsible for all costs associated with the rigging company. Applicant may only contract and use rigging companies from the Stage at City Park's list of qualified, licensed, insured, and approved professional rigging companies.
- b. All rigging in the Stage at City Park shall be in accordance with all national, state, and local safety codes, including, but not limited to OSHA and City of Vidalia policies.
- c. No attachment to permanent structure.
- d. No rigging is allowed in green room, mechanical room or hallway.

## **51. Amplified Sound and Noise**

- a. The Applicant shall be subject to the general prohibitions of the City's Noise Ordinance. All concerts must end no later than 10:00p.m unless approved in writing by the VCVB and the City Manager.
- b. Monitoring of sound levels will be taken periodically throughout the event as well as during set-up and sound check. If sound levels exceed the established level, the VCVB Director or designee will request that the volume is turned down. Failure to comply with such a request shall constitute a violation of the Vidalia City Code and be cause for fines, immediate termination of the event, and forfeiture of deposit and rental fees.
- c. No loud, excessive or unusual noise is allowed between the hours of 10:00 pm and 7 a.m. during set-up or teardown of the event.
- d. No profane, lewd, indecent or slanderous speech or music shall be audible in the park.

## **52. Curfew and Time Limitations of Performances and Sound Checks/Rehearsals**

- a. All events must conclude by the designated ending time. Applicant shall be responsible for vacating the spectator, concession and parking areas not later than 11:00 p.m. on the date of the rental.

- b. Individual exceptions for use of the facilities beyond normal hours of operation must be approved by Stage at City Park Management. Any additional costs associated with the extension are the Applicant's responsibility.
- c. During ticketed events, gates open one hour prior to show time.

### **53. Smoking and Tobacco Products**

Smoking or the use of tobacco products is not permitted anywhere on the Stage at City Park property, Applicant must comply with all state and county laws, rules and regulations relating to no-smoking on public properties or within facilities.

### **54. Confetti, Glitter and Streamers**

Confetti cannons, fireworks, pyrotechnics and streamers are prohibited from use in a performance unless specifically permitted by the VCVB. If approved by the VCVB, any confetti, streamers or glitter used must be bio-degradable and cleaned to the best of the applicant's ability.

### **55. Tents**

- a. Tents, tables or other equipment are permitted with prior approval from the VCVB.
- b. All tents must be secured using alternative means such as water barrels, weights or sandbags. Any tent placed on sidewalks, concrete or asphalt surfaces must have rubber tips under the footings.
- c. If event requires the use of tents, a tent permit application must be submitted for each tent that exceeds 120 square feet. Any tent that exceeds 120 square feet will be subject to inspection by the Building and Fire Departments prior to the start of the event.

### **56. Animals**

- a. Animals and pets are not permitted on the Stage at City Park property except in conjunction with an authorized performance or event, or as aids to persons with disabilities.
- b. Where an animal is used in an authorized event or performance, all federal, state and local laws and regulations must be followed in order to insure the safety of the animals, guests, and any other persons.
- c. Animals must be confined to a specific area by means of a properly enclosed pen, cage, stall, collar or harness when not performing.

- d. Animals must be attended to and held in such a manner that they do not present a danger to the public or themselves. The animal handler must remain with the animal at all times.
- e. Adequate food and water must be provided to all animals.
- f. Provisions must be made for sanitary disposal of animal waste. Applicant is responsible for the removal of animal waste from the facility daily.

## **Advertising and Sponsorship**

### **57. Advertising**

- a. Advertising and/or ticket sales for an event are not permitted until a signed Rental Agreement and all applicable fees have been received and executed by the VCVB.
- b. All advertising and promotion materials, including press releases, flyers, radio and/or television spots, and website content shall be reviewed and approved by the VCVB Director prior to production.
- c. The venue shall be referred to as the **Stage at City Park** in all marketing and promotional materials.
- d. Use of the City of Vidalia and any of its departments or its names or logos is prohibited except as a description of location, or unless approved in writing by the VCVB.

### **58. Event Sponsorship**

Event sponsorship is permissible for events at the Stage at City Park. Any signage or event sponsorship is restricted to areas designated by the VCVB. Generally, event signage and displays are permitted around the stage area. The VCVB Director must approve of additional locations. The VCVB retains all venue advertising and sponsorship rights.

### **59. Banners and Signs**

- a. Sponsorship banners and signage are allowed within the designated Stage at City Park perimeter only and may be displayed only during the event with prior approval from the VCVB. All signs and banners that require tape must use banner

tape to avoid damage to the property. Signs and banners must be immediately removed from the site following the event.

- b. The placement of any signs, banners, posters or placards associated with an event must be approved by the VCVB prior to installation. All banners and signs must be professionally executed and comply with any applicable ordinances, rules or regulations of the City of Vidalia. The VCVB will remove – at the Applicant’s expense – any unauthorized signs.
- c. Small directional and event promotional signs may be placed in the interior entrances subject to approval in advance by the VCVB Director. Any signs placed outside of the Stage at City Park will require a temporary sign permit.

## **60. Artist/Performer Contracts**

Applicant shall provide, upon request by the VCVB, a copy of a fully-executed contract- with artist(s)/performer(s) scheduled to perform during its event. If a performer does not appear or perform, as advertised, the promoter will explain to ticket holders (if applicable) why there was no performance and will make refunds, as required.

## **61. Copyrights and Royalties**

Applicants may not violate or infringe upon any copyright, patent, right of privacy or other statutory or common law right of any person, firm or corporation. Further, Applicant shall ensure that all programs, performances, concerts, etc. to be performed involving works protected by statutory or common law copyrights or other proprietary law have been duly licensed or otherwise authorized by the owners of such works or legal representative thereof. Applicant further agrees to indemnify and hold harmless the City of Vidalia, its agents and employees, from any and all claims, fees, expenses or costs including legal fees asserted or incurred with regard to such warranty.

## **62. Filming**

The name "the City of Vidalia, Georgia" must appear in the credits of any event filmed on site and must comply with City of Vidalia Policies and Procedures.

# **Concessions – Food, Beverages and Merchandise**

## **63. Alcoholic Beverages**

- a. The City of Vidalia reserves the right to restrict service of alcoholic beverages to any person or event when the City of Vidalia determines it is in the best interest of the public and the facility. A Special Event Permit is required and must be approved by City Council a minimum of **60 days prior** to the event date. In addition to the Special Event Permit required by the City, a State permit is required.
- b. If approved, all alcoholic beverages must remain within the Stage at City Park perimeter, and all sales of alcoholic beverages shall cease one hour prior to the end of the event.
- c. Alcoholic beverages sold by the Stage at City Park's concessionaire must be dispensed in paper or plastic containers.
- d. The City of Vidalia must be listed as "Additional Insured" on insurance policies when alcoholic beverages are consumed or sold at the Stage at City Park.

#### **64. Concessions/Merchandise Sales**

- a. The Stage at City Park site plan shall display concession space(s) to the Applicant for the sale of merchandise.
- b. The sale of any merchandise or products other than concession items must be disclosed on the application. Vendors must be provided with the Stage at City Park Vendor Rules and must abide by said rules.

#### **65. Food and Beverage**

- a. Applicant may contract with food vendors.
- b. Food Vendors using grease or oil must have at their site a Class K fire extinguisher. They must also use grease mats to avoid spillage onto concrete, asphalt, or landscaped areas.
- c. Food Vendors with any heating device must have a Class ABC fire extinguisher at their site.
- d. Grease **cannot** be dumped down storm/sewer drains; Applicant will be responsible for cleanup costs and fines. All vendors should arrive equipped with grease storage containers to store and transport away from venue.
- e. Generators must be quiet when operating.

# Traffic Control and Parking

## **66. Parking and Traffic Control**

- a. If it is anticipated that traffic control is needed on public roadways as a result of Applicant's event, all costs associated with traffic control will be borne by the Applicant.
- b. Parking is not allowed in the City Park during an event. There are multiple parking areas in downtown Vidalia.
- c. During the move-in, event and move-out periods, the Stage at City Park MAY need to provide the necessary parking and traffic staff to maintain all traffic and parking direction accessing on and off Stage at City Park property. This includes the placement of traffic cones and directional signage on and surrounding the property and providing direction at loading/parking areas.
- d. These labor expenses are provided in the signed Rental Agreement. Any additional Stage at City Park labor expenses related to these services shall be itemized and deducted from the Refundable Deposit following the event.
- e. Vehicles parked in an area not permitted or not having a valid permit shall be at risk of being towed at the owner's expense.

# Guests Rules and Regulations

## **67. Prohibited Items or Activities**

- Smoking or use of tobacco products
- Illegal Drugs
- Plastic or tarps
- Large shade umbrellas
- Laser pointers
- Recording devices
- Fireworks
- Bullhorns or noisemakers
- Framed backpacks
- Confetti
- Pets or Animals, except as aids to persons with disabilities
- Skateboards or inline skates



- Personal property that is a potential hazard to others (e.g. chains, wallet chains or jewelry with spike edges).
- Fires, open flames, camping and “tailgating”
- Littering
- Gambling
- Loitering
- Flying objects such as Frisbees and beach balls
- Charcoal or gas barbecues
- Pamphlets, inserts, advertising matter, political handbills or the like
- Picketing or solicitors
- All guests must wear shirts, shoes, and pants/shorts/skirts, etc.
- Metal utensils or glass bottles/containers
- Stakes in the ground

## **68. Violations of Guest Rules and Regulations**

- a. Failure to abide by or violations of rules and policies may result in termination/cancellation of event or rental contract, eviction from the premises and loss of future rental privileges.
- b. The City of Vidalia reserves the right to refuse any group the privilege of using the Stage at City Park due to abuse of the policies of the facility. In addition, any group charged with an occurrence of abuse may be barred from making any further reservations and any future reservations may be cancelled in the sole discretion of the City.
- c. Failure to cooperate with Stage at City Park staff, who are enforcing the policies of the City of Vidalia and acting in the performance of their duties, could cause the event to be cancelled and the right to use the facility forfeited without refund.
- d. Anyone found abusing, destroying or removing City property could be barred from the premises.