



Office Use

## Amphitheater Building Reservation Application

The City of Cedar Springs takes Amphitheater reservations on a first come, first serve basis. Reservations can be made starting March 1<sup>st</sup> of each year. Reservation of the Amphitheater Building includes the use of electricity and a reasonable distance in front of the Amphitheater Building; bathrooms are shared with other park guests. This reservation is only for use of the Amphitheater Building, the rest of the park shall remain open to the public.

Date/Time of event (4 hours max): \_\_\_\_\_

Type of event being held: \_\_\_\_\_

Name of Group/ Person requesting reservation: \_\_\_\_\_

Designated Contact Person: \_\_\_\_\_ Phone No. \_\_\_\_\_

Contact Person Address (photo ID verified): \_\_\_\_\_

Contact Person E-mail Address: \_\_\_\_\_

- I intend to provide or allow amplified music/entertainment at my event.  
(only permitted between 11:30am and 10pm Sunday through Thursday or 11:30am and 11 pm on Friday and Saturday or at scheduled end of event, whichever is earlier. Amplified sound shall not exceed 90 decibels at Maple St. at any time and shall not be unreasonably loud, raucous, jarring, disturbing or a nuisance to persons within the area of audibility.)

Yes or No

- I will name the City as additionally insured on our public liability insurance meeting the City's requirements and will provide the City a copy of that insurance certificate covering this event. (not required for private weddings) (must provide a general liability policy covering the premises and naming the City of Cedar Springs as an additional insured, with coverage in an amount of at least one million dollars (\$1,000,000))

Yes or No

- My group will abide by all of the requirements of the Amphitheater Use Policy and Guidelines (see attached)

Yes or No

**Fees must be paid at the time the application is turned in. Insurance shall be provided after approval but prior to event.**

Event Organizer	Rental Fee (4 hours maximum)	Refundable Security Deposit
City of Cedar Springs/DDA/Library/NKCE/CBDT	\$0	\$0
Non-Profit Organizations	\$50	\$200
City Group/Business	\$100	\$200
Non-City Group/Business	\$150	\$200
Wedding Ceremony	\$150	\$200

Signature: \_\_\_\_\_

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

I HAVE READ THE ATTACHED RULES, WAIVER, RELEASE AND INDEMNITY AGREEMENT AND BY SIGNING THIS FORM I ACKNOWLEDGE THAT I UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.

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**Office Use Only**

**Date application received:** \_\_\_\_\_ **Amount Paid:** \_\_\_\_\_

**City Manager/Designee Approval:**                       **Yes**                       **No**

**City Manager Signature:** \_\_\_\_\_

06/2020

(This approved form shall serve as rental permit)

## **Amphitheater**

In consideration of the City of Cedar Springs allowing me and my group to use its equipment, facilities and services, at the Amphitheater building designated above, I agree and recognize as follows: That myself and my groups participation and use of the building and grounds is completely voluntary and I have familiarized myself with the activities in which I and my group will be participating and any rules, regulations and procedures that are involved. That I am aware that certain hazards, risks and dangers are inherent and present in the activities in which I and my group will be participating and in the equipment, facilities and grounds I and my group will be using and I acknowledge that although the City of Cedar Springs has taken measures to minimize the risk of injury to me and my group, the City of Cedar Springs cannot and does not insure nor guarantee that the participants, equipment, facilities, grounds, and/or activities will be free of hazards, accidents and/or injuries. I agree and recognize that my and my group's participation in such activities and/or use of such equipment, facilities and grounds may result in injury, illness or death and I agree to assume all risks and dangers and all responsibility for any losses, damages, and injuries arising out of my and my groups participation in activities in the building and park and/or the use of any equipment, facilities, servicing and/or grounds at the park.

On behalf of myself and my group, I agree to release, waive and discharge any and all liability against the City of Cedar Springs and their agents and employees, and to hold harmless, indemnify and defend the City of Cedar Springs and their agent, officers, officials, employees and volunteers from and against any and all claims, actions, losses, liabilities, injuries, damages, wrongful death, fee, expenses and attorney fees, which may arise out or be related to myself and my groups participation in the above described activities and/or the use of any equipment, facilities and/or grounds in park designated above in the City of Cedar Springs, whether or not caused in whole or in part by the negligence and/or gross negligence of the owners, agents, employees, officers, officials and/or volunteers of the City of Cedar Springs.

### **Amphitheater Use Policy and Guidelines**

1. The amphitheater is to be primarily used for high-quality public events and public entertainment. Regular events at the amphitheater shall be free and open to members of the public.
2. The use of the amphitheater for private use shall be limited to wedding ceremonies but not receptions.
3. The City should strive to attract, arrange and allow a variety of events and entertainment to be held at the amphitheater. The City will work with local groups and businesses to plan and coordinate the events and entertainment at the amphitheater. No singular type of event should be allowed to monopolize use of the amphitheater and the amphitheater should not become an outdoor extension of any group or business.
4. Reservation of the amphitheater includes the use of the stage and electricity and a reasonable distance in front of the amphitheater stage; bathrooms are shared with other park guests and the rest of the park shall remain open to the public.
5. The amphitheater is only available for rent by groups that maintain public liability insurance. Private persons may work with a group that maintains public liability insurance to hold an event. All public events require the naming of the City as additionally insured with a minimum single limit of personal injury and property damage of \$1,000,000.00. Weddings do not require public liability insurance.
6. The amphitheater is to remain "family-friendly" and is not to be used for events that promote nudity, vulgarity, sex, horror, violence, profanity, racism, or illegal drug use. Permitted equivalent movie ratings would include G, PG, and PG-13 and video game ratings to include E-Everyone, E-10+, and T-Teen.
7. Alteration of the amphitheater building is strictly prohibited. (this includes screws, nails, holes, tape, glue etc.)
8. Rental of the amphitheater building shall cost the rate as set by a Resolution of the City Council.
9. Refunds will only be given if the refund is requested a minimum of 2 weeks prior to the scheduled event date.
10. No amplified sound or music shall be created past 10 p.m. Sunday through Thursday and no later than 11 p.m. on Friday and Saturday. No amplified sounds shall exceed 90 decibels at Maple St at any time and amplified sounds shall also be judged by a reasonable person standard.
11. For any event that occurs while City Hall is closed, the group hosting the scheduled event shall designate an individual to be responsible for the closing and locking of all doors and windows, return of any keys, shutting off of electricity and any other tasks required following the completion of the event.
12. Pets must always be leashed or otherwise physically restrained and their waste be immediately cleaned and removed

- inside the City of Cedar Springs. Individual event organizers can decide whether to prohibit pets from their events.
13. The use of umbrellas, sun shades, tents or other objects that block the view of persons seated behind that object shall be placed at the back of the crowd except as used by event organizers.
  14. The event organizer is responsible for maintaining a safe and supervised environment during their event.
  15. The scheduled start and end time of each event are expected to be followed. Amplified sound or music shall stop promptly at the scheduled end of the event or 10 p.m. Sunday through Thursday or 11 p.m. Friday and Saturday, whichever is earlier.
  16. Use of alcohol, marijuana or illegal drugs is prohibited at the amphitheater.
  17. Smoking of tobacco is prohibited in all public parks except in designated areas.
  18. The use of candles, fireworks or any open flames are prohibited anywhere within 50 feet of the amphitheater building. Heaters of any kind shall be approved of by the Cedar Springs Fire Department prior to use.
  19. Food and drinks, other than water, are not to be consumed inside of the amphitheater building. Food or drink that are likely to cause any kind of staining or mess in the amphitheater building may not be consumed, placed or possessed in the amphitheater building.
  20. Groups using the amphitheater shall return the amphitheater to the same condition in which it was found including cleaning the stage area and cleaning the park grounds. Failure to return the amphitheater to the same condition may result in loss of any security deposit and a prohibition of future use of the amphitheater.
  21. Any items left at the amphitheater will either be disposed of if it appears to be garbage or turned into City Hall as "lost and found." Items deposited at City Hall for reclamation will be held for a maximum of 30 days before disposal.
  22. Driving or parking on the grass to the amphitheater structure is prohibited. Driving along the western edge of the property is permitted to drop equipment off at the amphitheater but parking is not permitted except at designated parking areas. Driving or parking along the White Pine Trail is prohibited. Parking on the grass is not permitted during events at the amphitheater.
  23. All events scheduled at the amphitheater shall be free of charge though groups may ask for voluntary donations.
  24. Violation of any of these rules may result in immediate termination of the amphitheater use and removal from the park.
  25. Events that cannot abide by these rules and guidelines may request community event status for their event where the City Council can approve of rule deviations. That community event application must state which specific amphitheater rules cannot be followed for the proposed event. Community event applications