

# City of Crossville Spirit Broadband Amphitheater Usage Agreement

The City of Crossville Spirit Broadband Amphitheater is a meeting and performance venue. The City of Crossville/Spirit Broadband has provided this venue for the enjoyment of the citizens of City of Crossville and Cumberland County. In order for the citizens to fully appreciate this venue for concerts, plays, festivals, recitals, and other community events, The City of Crossville will ask all individuals or groups wishing to use the amphitheater to execute this usage agreement and abide by the rules and policies included therein.

## Rules and Regulations

1. Any advertising and promotion of events must make reference to the amphitheater as the "Spirit Broadband Amphitheater" in all written and spoken media. Print media must feature the Spirit Broadband logo prominently in all advertising.
2. Signage, bunting, decorations, and advertising are prohibited unless written permission is granted by City of Crossville.
3. Animals and/or pets are not allowed on or around the amphitheater or backstage area unless part of the program. Any animals participating in a performance must be in compliance with all local, state, or federal laws regarding the humane treatment of animals. All animal health regulations are applicable to any animals participating in a performance.
4. The amphitheater and festival seating area are to be clear of litter and other debris at the conclusion of each performance.
5. Digging or disturbing of the grass sod festival seating lawn is prohibited.
6. Facility alterations made to electrical or telecommunications equipment is prohibited.
7. Cooking, food concessions or vending of any kind are prohibited on the festival seating lawn area.
8. Glass containers are prohibited.
9. Event holders must provide proof of event liability insurance coverage for their event. The event holder must indemnify City of Crossville government and Spirit Broadband (see attached)
10. Smoking is prohibited.
11. Sub-leasing of the amphitheater is prohibited.
12. No keys to the amphitheater backstage storage rooms will be issued unless approved by City of Crossville.
13. Fires, fireworks or pyrotechnics are prohibited.
14. Alcoholic beverages are prohibited.
15. All events must be completed by 10 PM and the premises vacated by 11 PM
16. Sponsor must agree to abide by Federal Licensing requirements.

## Fee Structure

**For-profit rental fee of \$100 for 4 hour block of time**

**For-profit rental fee for anything above 4 hours \$25 per hour**

**Non-profit rental fee of \$50 for 4 hour block of time**

**Non-profit rental fee for anything above 4 hours \$25 per hour**

**Damage/Cleanup deposit \$25**

**All Events Must Conclude by 10 PM**

All rental deposits must be paid upon execution of this Rental Agreement. This is an outdoor facility and events are rain or shine. All deposit money is non-refundable if the event is cancelled for any reason without five (5) days notice. Facilities rent are due ten (10) business days prior to the event.

Event rental must provide proof (copy) of liability insurance when the rental is paid. By signing this Rental Agreement, the undersigned agrees to comply with the Rules and Regulations, Fee Structure, Indemnification requirement, and Certification of insurance requirement contained herein.

## Indemnification

To the fullest extent permitted by law, the Event Holder shall indemnify and hold harmless Spirit Broadband and the City of Crossville, its officers, agents, employees and insurers from and against all claims, damages, losses, expenses and demands, including court costs, attorney's fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with the Events Holder's event, pursuant to this agreement, if any such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, mistake negligence, other fault of Event Holder, any officer, employee, representative or agent of the Event Holder, anyone directly or indirectly employed by the Event Holder, or anyone for whose acts the event holder may be liable; provided, however, that except for worker's or workmen's compensation, disability benefits or other similar employee benefit claims, Event Holder is not obligated to indemnify Spirit Broadband or the City of Crossville hereunder for that portion of any claims, damages, losses, demands and expenses arising out of or resulting from any grossly negligent act or omission of Spirit Broadband or the City of Crossville, or its officers, agents or employees. Event Holder's indemnifications obligation here under shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. With respect to any and all claims against Spirit Broadband or the City of Crossville or any of their officers, employees or agents by any employee of Events Holder or anyone directly or indirectly employed by Event Holder, or anyone for whose acts Event Holder may be liable, the indemnification obligation described above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Event Holder, under worker's or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

# RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

## SPIRIT BROADBAND AND THE CITY OF CROSSVILLE, TENNESSEE RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT FOR SPIRIT BROADBAND AMPHITHEATER

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

*In consideration for being permitted to participate in the Event, I, the undersigned, acknowledge and agree to the following:*

**Assumption of Risk.** I fully understand that participation in the Event may not only involve risk of serious injury or death, economic loss, property damage, or loss that may result from my own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the Event is being conducted, and I voluntarily agree to assume this risk.

**Covenant Not to Sue.** I, my personal and legal representatives, heirs, successors, and next of kin will not make any claim against Spirit Broadband or the City of Crossville, Tennessee, or any of its present or former officials, employees, agents, attorneys, insurers, and representatives and their respective successors, heirs and assigns or any volunteer(s) ("City of Crossville"), for injury, damage, death, or any other loss arising from or related to my participation in the Event.

**Release.** I, my personal and legal representatives, heirs, successors, and next of kin, forever release, waive, discharge and relinquish Spirit Broadband and the City of Crossville from any and all actions, causes of action, claims, charges, demands, losses, damages, costs, attorney's fees, judgments, liens, indebtedness, and liabilities of every kind and character, whether known or unknown, including foreseen or unforeseen bodily injury and personal injuries and property damage that may be sustained by me in any way connected to, related to, or arising out of participation in the Event, regardless of any negligence of the City of Crossville.

**Good Health.** I warrant that I am in good health and have no physical condition that would prevent me from participating in the Event. I have had the opportunity to seek medical advice for any concerns I may have had regarding my health.

I have carefully read this Agreement and fully understand its contents. I am aware that I have given up substantial rights by signing the Agreement, and I am signing the Agreement voluntarily. I have no obligation to participate in this Event or sign this Agreement, but I desire to do so. I certify that I am at least eighteen (18) years of age.

Name of Participant: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

Emergency contact/phone number: \_\_\_\_\_

## Certificate of Insurance

The Event Holder will procure and maintain, at its own expense, insurance with insurers with an A- or better rating as determined by Best's Key Rating Guide, the following policy of insurance: Commercial General Liability Insurance / General Liability Insurance. Said insurance will provide limits as indicated herein. The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products. The policy will contain a severability of interest's provision. The policy will also include all phases of the event (set up preparation, actual event, specific hours of occupancy and cleanup). The Event Holder will provide City of Crossville the required certificate(s) of insurance naming Spirit Broadband and City of Crossville, Tennessee, its officers, agents, and employees as additional insured and naming the specific event and date(s) being insured. The required certificate(s) of insurance will be provided to the City of Crossville at least one (1) week prior to the event. The Event Holder will not be permitted to occupy or use the Spirit Broadband Amphitheater unless and until the required insurance is provided.

### General Liability:

HAZARD SCHEDULE INSURANCE LIMIT

Single Limits Aggregate

\$1,000,000

Limits determined by Risk Management at the time of request.