

**CITY PARKS OF CLARKSBURG
RENTAL CONTRACT/AGREEMENT FOR USE OF THE
AMPHITHEATER/REC CENTER/RIVER BEND GAMEROOM**

Name of Organization _____ (Renter)

Contact Person(s) _____

Address _____ City _____ State _____ Zip Code _____

Phone # _____ Fax # _____ Email _____

Federal ID# / Non-Profit Number (circle one) _____

Requested Facility: Amphitheater Rec Center River Bend Gameroom

Requested date(s) _____ Requested time(s) _____

GENERAL DESCRIPTION OF EVENT (including band or entertainers name, type of performance, public speakers involved, use of vendors including foods, security staff involved), has Clarksburg Police Department been notified, and any other pertinent information regarding event.

_____ CHARGED/TICKETED EVENT _____ FREE TO PUBLIC
_____ WEDDING _____ OTHER (please describe) _____
_____ BIRTHDAY PARTY

Are you charging a fee or admission charge of any type? Yes _____ No _____

If yes, explain _____

How many people (employees and guests) will you have on site? _____

Please note additional services requested for your event:

Please note any additional details that should be considered here:

The Renter must provide a responsible person to act as the representative to be on site and in charge throughout the event; that representative will be: _____ Title: _____

Contact Number: _____

This permit is issued subject to rules and regulations established by the governing bodies of the Board of Park Commissioners of the City of Clarksburg hereinafter called "City Parks of Clarksburg" and Renter agree to the following Terms and Conditions:

TERMS AND CONDITIONS

1. The Renter will be responsible for any and all damage to the facility and equipment to the proportional expense caused by user in connection with this agreement. Any damage thus caused will be charged to the user or its agents.
2. Prior to the event, the Renter must contact Clarksburg Police Department when in the opinion of the Superintendent of the City Parks of Clarksburg a police presence is needed to maintain order and protect the public and park property.
3. In the event that Renter is collecting a fee of any type while using this facility, Renter must remit an agreed upon percentage of the gross sales to the City Parks of Clarksburg in addition to the rental fee.
4. The Renter is responsible for all electric issues and connections during the event. Renter must use a Certified Electrician to make all connections. All boxes and breakers are to be left in as found condition. The use of fans, cookers, heating devices and motors are prohibited at the Amphitheater. The City Parks of Clarksburg will not be available to repair equipment, reset breakers, etc. that result from Renter's improper use of standard electrical service.
5. In the event that Renters at the facility, where an invitation to the general public is offered (via flyers, media advertising, etc.) Renter shall provide a certificate of insurance naming the Clarksburg Board of Park Commissioners and City of Clarksburg as additional insureds. The Renter shall provide a certificate of insurance accompanying this signed contract that indicates that the Renter will maintain in full force and effect a comprehensive liability insurance policy with a minimum amount of \$1,000,000 combined single limits of bodily injury and property damage liability, with a general aggregate limit of \$2,000,000 for more than one occurrence or accident, covering liability that may arise during the term of the Agreement.
6. Renter shall hold and save harmless the Clarksburg Board of Park Commissioners and the City of Clarksburg, its elected and appointed officials, officers, employees, and agents, and shall indemnify from liability of every kind and character, and from any damage cost and/or expense, (including, without limitation the cost of defense of any claim, action or legal process, legal fees and costs) arising from Renters use of the facility, by anyone claiming injury of any kind and/or character, whether by reason of the claimed negligence, its agents, representatives, members, patrons, licensors or otherwise.
7. All trash pickup shall be the responsibility of the Renter. This includes proper disposal of food vendor material. Failure to properly remove trash will result in an additional charge for labor and materials.
8. Renter shall contact the City of Clarksburg Finance Department and obtain any license which may be required by any or all vendors taking part in the event, including any state and federal requirements. In additional, Renter shall obtain proper health permits from the Harrison County Health Department.
9. All activity must stop at 10:00 PM, and activities may not begin until 8:00 AM if the event is a morning gathering, unless special approval has been obtained from the Superintendent of the City Parks of Clarksburg.

10. Payment arrangements for the facility are as follows:

The Renter will secure the facility upon receipt of a signed contract and the pre-established deposit consisting of the facility rental fee, unless otherwise described later in this contract. All dates will remain open until the signed contract and deposit is received, however every attempt will be made to hold desired dates for a reasonable amount of time until all contracts have been reviewed and signed by the renter. Non-return of the contract does not constitute cancellation of requested dates. Failure to notify the City Parks of Clarksburg of cancellation of intended usage dates within 30 days of event will result in a charge not less than 50% of the full facility rental fee.

11. The City Parks of Clarksburg reserves the right to cancel any rental agreement on this application for misrepresentation, improper promotion or other cause detrimental to the public interest or the welfare of the citizens of Clarksburg. The ruling of the Board of Park Commissioners on good cause shall be final.

I, the undersigned, for myself and on behalf of the organization designated as “Renter” herein, have read and clearly understand the terms and conditions governing the use of the City Parks of Clarksburg’s facility as set in this agreement. I agree to observe and be bound by this Agreement and these regulations.

Signature _____ Organization _____

Submit signed contract & payment to:
City Parks of Clarksburg
One Clarksburg Park Way
Nutter Fort, WV 26301

Contact the City Parks Office at
304-624-1655 for further information.

FOR OFFICE USE ONLY

FACILITY RENTAL FEE: \$ _____

ADDITIONAL STAFF FEE: \$ _____

SECURITY DEPOSIT: \$ _____

AGREED PERCENTAGE OF \$ _____

GROSS PROCEEDS

OTHER CHARGES: \$ _____

TOTAL AMOUNT DUE: \$ _____

PROOF OF INSURANCE RECEIVED _____ YES _____ NO

STAFF ASSIGNED _____ YES _____ NO

APPROVED BY: _____ DATE _____