

***PARKS & RECREATION
DESERT COMMUNITY STAGE USE GUIDELINES***

HISTORY AND PURPOSE

Each year the Colorado River Women’s Council (“CRWC”) sponsors the Colorado River Leadership Program where members of each class are responsible for a community project. The 2009 Leadership Class project chose to raise money to purchase a mobile stage known as the Desert Community Stage (“Stage”) and donate the Stage to the City with the understanding the Stage would be available for use by service organizations, festivals and fairs and other non-profit oriented users (“User”). Acceptance of the Stage also placed the responsibility upon the City to provide the required insurance coverage and cover the costs of repairs and maintenance. As a result it was agreed the City would implement a user fee to offset the operating costs associated with ownership of the Stage. The City further agreed to certain recognition for the sponsors and permitted uses as part of the donation.

SPECIFICATIONS

The Stage offers sight, sound and weather control for outdoor performances. Features include a hydraulically operated canopy for sun and rain protection and added security when closed. The stage dimensions are detailed in the below chart.

Body Length	32'
Main Stage Deck Length	28'
Folding Stage Deck Length	28'
Stage Depth	14'
Stage Height from Ground	48"
Canopy Height from Ground	16'-7" @ 48" Deck Height
Canopy Depth when open	16'
Overall Road Width	8'-6"
Overall Road Length – Including Hitch	34'
Overall Height	13'-3"

SITE REQUIREMENTS

- A. Prior to approval of the Stage use, the City must approve all event sites. Due to the size of the unit and the towing vehicle, the following are required:
1. Positioning so that the Stage may be placed and towed away with a minimal amount of backing.
 2. Positioning on ground level with minimal slope.
 3. A minimum point of entry width of 20'.
 4. A minimum clearance of 10' available behind the stage.
 5. A minimum overhead clearance of 25' to open the stage.

6. A minimum clearance of 10' at each end of the Stage to open the end doors.

RULES OF USE

- A. City authorized staff is required for towing the Stage to and from the proposed event site and all set-up and take down. All electrical connections must be within 20' of the rear of the Stage.
- B. Stage hydraulics, breaker boxes and all other stage mechanical equipment and controls will be operated only by City staff.
- C. No alterations may be made to the Stage. Decorations or banners may be attached only through the provided openings in the canopy or to the truss beneath the Stage deck by string, rope or a method approved by the City.
- D. The User is responsible for the clean-up of the Stage at the end of the rental period and prior to Stage removal by City staff. Clean-up must include sweeping the stage floor, mopping and removing all spills with water and mild cleaning detergent only, and removal of all decorations, attached materials and trash. User is responsible for providing cleaning materials.
- E. User must apply for and obtain applicable permits from any other governmental agencies or written consent from private property owners for placement of the Stage. Other permits may also be required by the City.
- F. The use of any kind of tobacco products, alcoholic beverages or other intoxicating substances is not permitted on the Stage or extensions.
- G. Equipment must be carried or rolled, not slid across stage floor. Risers and other heavy equipment must be placed on protective approved cushioning or coasters provided by the User.
- H. Covering of Stage graphics is prohibited.
- I. The use of pyrotechnics is prohibited on the Stage.
- J. If the Stage must be on location outdoors overnight, the Stage must be closed by City staff only.
- K. Stage will be re-opened by City staff.
- L. When the Stage is closed but remains at the event site overnight, the User must provide City approved security personnel on-site and equipped with forms of communication approved by the City. If City is not satisfied with the User proposed security, the City may choose to provide security with a sworn officer, a contract security person or a City staff member at the expense of the User.

- M. At all times when the mobile stage is in use all City ordinances must be followed, including those regarding noise, traffic and gatherings.
- N. User is responsible for ensuring that all activities are properly controlled and supervised to prevent damage to the Stage.
- O. Failure to follow rules will result in forfeiture of deposit and potential loss of future use privileges.

DELIVERY AND SET UP

- A. The Stage will be delivered and set-up on the day of its use and removed at the end of the rental period by City staff only.
- B. The User must be present at the event site at the time the Stage is scheduled to arrive to assist with orientation of the Stage, accept delivery, and inspect the Stage with City staff for cleanliness and any existing damage.
- C. Stage delivery and set-up requires two City workers and takes approximately two hours each.
- D. Stage closure and pick-up requires two City workers and takes approximately two hours each.
- E. Once placed and set-up, the Stage will remain in place for the duration of the event. User will be provided a name and contact information of a City staff person if the User experiences a problem with the Stage.
- F. User will be held liable and assume all risk from the time of delivery and set-up until pick-up by the City. User agrees to turn over the stage in the same condition it was in upon delivery.

WEATHER RELATED GUIDELINES

- A. The Stage will not be opened in winds over 25 mph and/or forecasted winds to be sustained over the course of the rental.
- B. If there is weather that poses a likely risk of damage to the Stage, the Stage will be closed by City staff and remain closed until City staff determines, in its sole discretion, that conditions are safe for reopening. User is required to contact appointed City staff to close the stage when the above conditions warrant closure.

LIABILITY POLICIES

- A. In renting the Stage and accessories, the City assumes no responsibility:
 - 1. For loss of, or damage to, any property placed on the Stage by the User.
 - 2. For the loss or damage to any property or personal effects, including motor vehicles and their contents, of the User, agents, employees participants, guests or attendees.

3. For any physical injuries sustained by any individual, or group of individuals, during the duration of the rental period.
 4. For malfunction of any electrical or mechanical equipment part of the Stage or provided for the User in connection with Stage use (such as sound system, lights generator) and the applicant waives any claim for malfunctions.
- B. The User agree(s) to defend, indemnify, and hold harmless the City from any claim, demand, suit, loss, cost or expense, or any damage which may be asserted, claimed or recovered against or from the City by reason of any damages to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the use of the Stage and regardless of which claim, demand, damage, loss, cost or expense is caused in whole or in part by the negligence of the City or by third parties, or by the agents, servants, employees or factors of any of them.
- C. User will assume responsibility and liability for all persons in attendance.
- D. User assumes all responsibility for any damage to the Stage or City equipment during the rental period. Part or all of the clean-up and damage deposit will be retained if necessary to cover expenses of cleaning or repairing damage. User will be billed accordingly if costs exceed the amount of deposit.
- E. At the time of rental User will be required to execute a release and waiver implementing the conditions stated above.

INSURANCE REQUIREMENTS

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- A. User must provide to the City certificates of insurance naming the City additional insured by endorsement in the minimum amount of \$1,000,000 per occurrence. This certificate must be submitted to and be acceptable to the City prior to receiving the use of the stage.
- B. The City has available to its user(s) a Tenant Users Liability Insurance Program (TULIP) which is a low-cost insurance policy that protects both the “Tenant User” and the local government. The premium costs are based on the nature of the event, the number of event days, the number of participants, the level of risk and any special requirements. The TULIP How-To Guide is available through the City’s Parks & Recreation Department. Users not possessing policies capable of satisfying the requirements above will be required to apply for TULIP coverage prior to the use being authorized.

APPROVED SPONSORSHIPS

- A. The table below lists the sponsorships and uses. The current sponsors are aware their uses still require the payment of delivery/set-up/closing fees, indemnification requirements and event insurance. Sponsors do not have priority over other previously scheduled uses of the stage.
- B. The City and all listed sponsors agree the earned uses can be transferred to another event holder. The sponsor transferring a use will need to provide a letter to the City authorizing the transferred use. All permitted yearly use(s) not utilized will be lost at the end of each calendar year. Unless otherwise agreed, a “use” below is a Stage use of not more than 24 hours.

Name of Sponsor	Sponsorship Amount	Placement of Advertising	Advertising Expires	Uses
Rotary Club-Bullhead City	\$20,000.00	6 x 6 Middle Placement	12/31/2017	4 uses per yr.
Valley View Medical Center	\$10,000.00	6 x 6 Middle Placement	12/31/2017	4 uses per yr.
PG Xpress Graphics	In-Kind	6 x 6 Middle Placement	12/31/2017	N/A
Los Matadores de BHC	\$5,000.00	5 x 5 Side Placement	12/31/2015	2 uses per yr.
Mohave Community College	\$5,000.00	5 x 5 Side Placement	12/31/2015	2 uses per yr.
Wal-Mart	\$2,700.00	3 x 3 Logo	12/31/2014	N/A
Colorado River Women’s Council	\$2,500.00	3 x 3 Logo	12/31/2014	N/A
Safeway Grocery Store-BHC	\$2,100.00	3 x 3 Logo	12/31/2014	N/A
Western AZ Reg. Medical Center	\$1,000.00	2 x 2 Logo	12/31/2013	N/A
Aquarius Casino Resort	In-Kind	3 x 3 Logo	12/31/2014	N/A
M & M Home Maintenance	In-Kind	3 x 3 Logo	12/31/2017	N/A

RESERVATION AND RENTAL FEES

- A. The City reserves the right to refuse rental of the Stage for any event deemed not in the best interests of the City or a potential hazard to the Stage or its operators.
- B. A non-refundable, reservation fee in the amount of \$100.00 is due immediately upon City approval of the rental. Approved sponsors are not subject to the reservation fee. This fee is to reserve the date and will be retained by the City if the rental is cancelled by the renter less than fourteen (14) days before the schedule date of use. The reservation deposit will be credited towards the rental fee. Payment of all other fees is due thirty (30)

business days prior to the date of use. Failure to meet payment deadlines may result in forfeiture of the reservation deposit and cancellation of the rental.

- C. If the City cannot deliver the stage as scheduled a full refund, including all deposits, will be made. The City will not be held further responsible for any losses or costs associated with the non-delivery or cancellation or postponement of the event.
- D. Requests for use outside city limits will be reviewed on a case-by-case basis. Rental fees and associated costs may need to be adjusted by City Manager. .

<i>Type</i>	<i>Fee</i>
Commercial	\$1,000.00 per day (includes delivery, set-up & pick up fee)
Individual	\$500.00 per day (includes delivery, set-up & pick up fee)
Non-Profit	\$400.00 per day (includes delivery, set-up & pick up fee)
Reservation Fee	\$100.00
Delivery/Set-up/Pick-up Fee for Approved Sponsors	\$260.00
Outside City Limits	Rental fee and associated costs to be reviewed by City Manager.
Tenant User Liability Insurance Fee	Cost based upon type of event