

**CITY OF HAGERSTOWN
MARYLAND
21740**

CITY PARK BAND SHELL USE AGREEMENT

Requested Date & Time: _____

Program/Event: _____

It is agreed that the following rules and regulations shall be applicable to the use of said facilities in addition to all other applicable acts, statues and ordinances or administrative regulations of any governmental agency including, but not limited to, the City of Hagerstown.

1. Activities in the Band Shell may be held between 8:00am and 9:00pm, as approved by a CITY appointed designee on a case-by-case basis.
2. The fee to use the Band Shell is \$25 for 4 hours or \$50 for all day plus a \$25 non-refundable administrative fee. (A refund or credit for the user fee will only be considered if the event is cancelled five working days prior to the event date.)
3. The individual using the Band Shell or a representative of the organization, firm or corporation that signs the Use Agreement must be in the Band Shell during the time the organization is using it. Only members affiliated with the group using the Band Shell will be admitted thereto.
4. No smoking or use of flammable devices is permitted in the Band Shell.
5. Any organization, person, firm, or corporation using the Band Shell is responsible and liable for any damages occurring to the Band Shell during their use. The premises must be left in the same condition as found. Failure to do so will result in the group receiving a bill for the cleanup and/or restoration of the Band Shell and the surrounding grounds.
6. All activities/performances held in the Band Shell are to be offered free to the public.
7. The Band Shell will be opened one (1) hour prior to scheduled activities and closed one (1) hour following them. No group will be admitted earlier or later. Groups playing musical instruments will be limited to tuning only prior to scheduled performance time.
8. The Park Rules must be adhered to, copy attached, and the Park Attendant on duty is authorized to enforce them.

Lessee agrees to the following conditions:

To indemnify and save the CITY harmless from any damage, harm or injury to the CITY property in, on or about the Licensed Space caused by any act or omission of USER or his exhibitors, performers, employees, patrons, guests, invitees, suppliers or contractors in connection with or arising from USER's use and occupancy of Licensed Space.

To assume all risk of loss by fire, theft, accident or casualty of any kind, of USER's property, or that of USER's performers, suppliers, contractors, employees, or patrons, in or about the Licensed Space, and to exonerate, defend, indemnify and save the CITY harmless from any claim or suit arising from such loss.

To defend, indemnify and hold the CITY harmless from all demands, fines or liabilities growing out of injuries to persons, including death, or damage to property in or about the Licensed Space during the period in which the privileges herein are granted, or occurring in the course of, or as a result of, the exercise thereof.

To obtain, at USER's own expense and keep in effect during the period in which the privileges herein are granted, a policy or policies of comprehensive general liability insurance, in which BOTH the CITY and USER are named as insured, with combined single policy limits of \$1,000,000 for bodily injury (including death) and property damage, covering injuries to persons or damage to property in or about the CITY or occurring in the course of or as a result of the exercise of the privileges granted herein. Before the Band Shell Use Agreement is approved, USER must supply the CITY with a Certificate of Insurance evidencing the coverage required.

USER may not sell items or services of any kind on or about the Licensed Space, including but not limited to, concessions, refreshments, or printed programs without prior written consent from a CITY appointed designee.

To neither make nor permit the making of motion pictures, video tapes, recordings, or radio and television broadcasts, without the prior written consent from a CITY appointed designee.

To neither assign this AGREEMENT nor any privilege hereunder to any person, company or firm without prior written consent from a CITY appointed designee.

To obtain written approval from a designee appointed by CITY for all services to be subcontracted.

To neither disassemble, alter nor remove any item or fixture of the CITY in the Licensed Space nor to nail, screw or tape anything to the premises except at those places and locations expressly provided therefore, without prior written permission from a CITY appointed designee.

To place no advertising, directional, informational or other signs or material on adjacent public or city roadways or on park grounds without obtaining the prior written approval by a CITY appointed designee.

I/We hereby acknowledge receipt of a copy of the foregoing rules and regulations. I/We agree that in consideration of being allowed the privilege of using the facilities described herein that I/We agree to abide by the rules set forth herein, and further, to not allow the facilities to be used knowingly in violation of any Federal, State, County or City Act, Statute or administrative regulation. I/We further agree that if any special licenses or permits of whatsoever nature or kind are required, the cost of same shall be borne by me/us. I/We further agree to save and indemnify and hold the city, its agents, servants, employees and representatives harmless from any suits, demands, claims, or fines of whatsoever nature or kind arising either in law or in equity, directly or indirectly from my/our use of the facilities in question, or the acts of my/our agents, or employees.

I/We further state that we are the duly authorized representative(s) of the undersigned organization, firm, or corporation, and that I/We am/are duly authorized to enter into this Agreement and to make these representations on my/our behalf individually and/or on behalf of _____ (Name of Organization) I/We further agree that I/We the undersigned am/are personally responsible and liable hereunder in addition to the organization, firm or corporation that I/We represent; and I/We further acknowledge that in case of any violation of the rules as set forth herein, or this Agreement, that this may result in the loss of future privileges and use of the facilities in question.

Name of Organization: _____

Authorized Signature: _____

Address: _____

Phone: _____

Day

Evening

The completed Band Shell Use Agreement is to be submitted to City of Hagerstown, Parks & Recreation Division, 351 N. Cleveland Ave, Hagerstown, MD 21740.

Insurance Certificate Attached

Fee: _____

Approved: _____

cc: Park Attendant, User, File Copy, Original to City Clerk's Office