



# MOBILE STAGE RESERVATION GUIDELINES

For Office Use Only:

Date Submitted: \_\_\_\_\_ Submitted By: \_\_\_\_\_

## **Reservations:**

- A. Priority of persons or entities interested in using the Mobile Stage ("User") is as follows: 1) Roanoke Parks and Recreation Department ("Parks and Recreation Department"); 2) other City of Roanoke ("City") departments; 3) non-profit, §501(c)(3), organizations; and 4) remaining Users.
- B. Reservations are taken up to six (6) months in advance of the requested date. (City reserves the right to provide an alternative stage depending upon the City's needs.)

## **Rules and Regulations:**

- A. Persons or entities using the Mobile Stage must comply with all applicable federal, state, and local laws and regulations, including the following rules set forth by the Parks and Recreation Department.
- B. Upon confirmation of the receipt by the Director of Roanoke Parks and Recreation ("Director") of a reservation fee and a completed Mobile Stage Reservation Request for the use of the Mobile Stage, the User will schedule a meeting with the Director or his designee to discuss the technical requirements of the contemplated use and site for the event.
- C. The User is responsible for obtaining all required permits. The Parks and Recreation Department may require a copy of all permits prior to the scheduled event.
- D. The User must provide the Director or his designee with a schedule of events that will take place on the Mobile Stage at the time the reservation fee is paid. Plans for adequate supervision and security during an event may be required at that time.
- E. For an event which requires that the Mobile Stage remain on site after the event is over, adequate security approved by the Director must be provided by the User.
- F. The User is responsible for any damage to the Mobile Stage or equipment during the period of use, regardless of the cause of such damage. The period of use begins when the Mobile Stage is on the site for the event, and the period of use ends when the Mobile Stage is off the site for the event, regardless of whether the Mobile Stage is hitched to, or being pulled by, a City vehicle. City staff must be present while the User is backing a vehicle to the Mobile Stage for loading and unloading equipment or for any other purpose.
- G. The User is responsible for the actions of all persons in attendance at the event which affect the Mobile Stage. A certificate of insurance with coverage terms and limits as required by the City of Roanoke Office of Risk Management, naming the City of Roanoke, its officers, employees and agents as additional named insureds, shall be attached to the User's completed Mobile Stage Reservation Request.
- H. The City, through the Director, or his designee, reserves the right to refuse rental of the Mobile Stage, or to cancel User's reservation to use the Mobile Stage, at any time, for any reason, including the Director's determination that an event or activity is a potential hazard to the Mobile Stage, the health and safety of its operators, or the general public, that an event or activity is not in the best interest of the City of Roanoke or the general public, or that the Mobile Stage is unavailable for any reason. The City, its officers, agents and employees, shall not be liable to the User for any damages, costs or expenses, except the return of the User's reservation fee or rental fee, if paid, due to the

City's cancellation of the use of the Mobile Stage at any time for any reason, the City's failure to deliver the Mobile Stage as agreed for any reason, the failure of the Mobile Stage to operate as contemplated by the parties, or the City's failure to perform, or the City's breach of the Mobile Stage Reservation Request between the City and the User for any reason. The Agreement between the City and the User for the use of the Mobile Stage creates no third-party beneficiaries, and no person or entity, except the User, shall have any rights under the Agreement.

- I. The User shall ensure that no alcoholic beverages or illegal drugs are used on the Mobile Stage or by persons using the Mobile Stage.
- J. The Mobile Stage will not be altered in any way, including hard wiring into the electrical box or cable, or otherwise tampering with any of the electrical, hydraulic or mechanical parts. The User shall not fasten or put tape on, or put nails, screws, staples or holes in, the storage deck, floor, walls, ceiling, or any interior or exterior surface, or otherwise attach anything to the Mobile Stage by such means, unless approved in writing by the Director before the date of the event. In addition, the User shall not damage the Mobile Stage in any way, such as by dragging heavy objects across the floor or writing or marking on the exterior or interior surface of the Mobile Stage. Finally, no flammable, pyrotechnic or explosive devices may be used on, or within two hundred (200) feet of, the Mobile Stage.
- K. The Mobile Stage shall not be used after midnight without prior approval by the Director. The Mobile Stage shall not be used during inclement weather, such as rain or high winds. The decision to terminate the use of the Mobile Stage will be made by the City staff on site, and the decision to terminate the use of the Mobile Stage shall result in no liability to the City.
- L. The User must have a representative present at the site at the time the Mobile Stage is scheduled to arrive. This representative shall direct suitable, safe placement of the Mobile Stage as previously agreed by both parties.
- M. The Mobile Stage will be delivered at the time specified in the application. The User should plan on a minimum of two hours set up once on site, prior to the start of the event. The use of the Mobile Stage extensions require additional set up time. Rental time begins when the City staff departs from the Mobile Stage storage area for Mobile Stage delivery and ends when stage is secured in storage area. Any additional time needed, such as sound and light set up and take down for performers, should be included within the time requested on the application.
- N. Only City staff shall operate the Mobile Stage, and the Mobile Stage shall not be moved by anyone other than City staff after it has been positioned.
- O. Cancellation by the User must be received by the Director, in writing, to be effective. If such cancellation is made more than seventy-two (72) hours prior to the set-up time for the event, the City shall retain 25% of the rental fee as a service charge. In the event of cancellation by the User within seventy-two (72) hours of the set-up time for an event, but before the Mobile Stage leaves its storage area, seventy-five percent (75%) of the rental fee shall be retained by the City. In the event cancellation by the User is made after the Mobile Stage has left its storage area, the rental fee shall not be refunded.
- P. The Mobile Stage Reservation Request may be terminated by the City at any time for any reason. A User's sole recourse against the City, its officers, agents or employees shall be limited to the return of its reservation fee or rental fee, if paid. If the City terminates the Mobile Stage Reservation Request on the ground that the User failed to perform any of its obligations under the terms of the Agreement, the User agrees to promptly remove, at User's expense, all of its property from the Mobile Stage within 24 hours of the City's termination of the Agreement and to forfeit all payments made to the City of Roanoke for the Mobile Stage. Failure to remove said property within twenty-four (24) hours shall permit the City to dispose of said property in any manner it deems necessary without any liability to User for such disposal.

## Fee Structure:

- A. Event which is held in the City and which is co-sponsored by the Parks and Recreation Department: No charge if set-up and take-down is during regular business hours. It shall be at the discretion of the Director to determine whether an Event is consistent with the Parks and Recreation Department's Mission Statement and therefore, whether to co-sponsor an Event and waive any or all of the rental fee and charge only the set-up, supervision and take-down costs.
- B. The Fee Structure for usage of the Mobile Stage is as follows:
  1. \$1200 - Eight hours or less
  2. \$125 per each additional hour, or any part thereof
- C. The only exception to the above fee structure is for an event held in the City by a §501(c)(3) non-profit organization **and** for which no fee, such as participation, entrance, or admission is charged. Those fees are:
  1. \$900 - Eight hours or less
  2. \$100 per each additional hour, or any part thereof
- D. Event which is held outside the City: The Mobile Stage shall not be used outside of the City of Roanoke unless it is to provide support for a Valley-wide Event and the Event is co-sponsored with the City of Roanoke.
- E. Non-Profit organizations will be defined as a §501(c)(3) organization under the United States Code. See attached for additional stage dimension.