



CITY OF WRAY AMPHITHEATER RENTAL AGREEMENT

For the lease of the City of Wray Amphitheater located at 34232 County Road JJ Wray, CO 80758

Upon receipt, applicant should sign agreement and return to city hall with deposit and supporting documents, as requested by City. Lease agreements do not cover any space or accommodations other than those listed in the document. Move-in/out time is expected to be completed within the hours requested in application. Additional time must be approved by City Manager and will be charged at the current rate per the City of Wray Schedule of Fees. Lease Agreement must be filled out by the user and returned to City Hall no later than 30 days prior to the event. Amphitheater reservations must be made 30 days prior to event with deposit due at time of signing and Rental Fee due no later 14 days prior to scheduled event.

Note: The deposit is due the date the agreement is executed and before any promotion or advertising is released for event. An event will not be considered confirmed until agreement is executed and deposit has been received by the City of Wray.

I have reviewed and agree to the “Amphitheater Rules and Regulations” attached. _____ (signature)

Applicant Information

Person/Business/Organization:

Non-Profit _____ No _____ Yes

(Copy of Non-profit status documentation must accompany application.)

Designated Event Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Cell Phone: _____ Fax: _____

Email: _____

Event Information

Event Name: _____

Event Description (please include event purpose/objectives, entertainment elements, as well as a tentative outline of the schedule of events. If needed please attach additional details):

Proposed Date: _____

Load-in Start Time: _____ Event End Time: _____

Event Start Time: _____ Load-out End Time: _____

Estimate Attendance: _____ Estimate Number of Vendors: _____

Check all that apply:

_____ Free to Public _____ By Invitation Only _____ Tickets for Purchase

Ticket/Donation Price(s): Advance _____

 Gate _____

 Other _____

Additional Information

List all sponsors/sponsorship information: _____

Will food and/or beverage be distributed at the event? No _____ Yes _____

If yes, please include list and licensed caterers name and permit.

Will alcohol be sold at the event? No _____ Yes _____

If yes, please submit Special Events Permit no later than 60 days before event, and include vendors name and permit below.

Will there be merchandise sales? No _____ Yes _____

If yes, what type of items do you plan to sell?

(Note: If sales are made, merchant must collect City and State sales tax, and include State sales tax license.)

Rental Fees

Rental fees are established and approved by the City of Wray City Council per the City of Wray Schedule of Fees. The base rental rate includes 8 hours of usage for each scheduled activity. If additional time is necessary for the activity, that time will be charged on an hourly basis at the rate of \$100/hr.

Private:

Weekdays (Monday-Thursday)	\$250
Weekends (Friday, Saturday, Sunday) All Holidays	\$500

Non Profit:

Weekdays (Monday-Thursday)	\$125
Weekends (Friday, Saturday, Sunday) All Holidays	\$250

Equipment and Services:

Maintenance/Grounds..... \$ 50/hour

(Includes mowing, weed control, road grading)

Total Cost of Equipment and Services in addition to Base Rental Fee: \$ _____
(Initial)_____

Lease of Amphitheater:

The City hereby rents to the Applicant and the Applicant hereby rents from the City, said Amphitheater for Activity and according to the terms and conditions specified. The City rents the Amphitheater to the Applicant only for the above stated/described Activity. The applicant may occupy the above stated/described Amphitheater for the said Activity. Occupancy of the Leased Amphitheater, the Applicant shall pay to the City the stated amount (s).

1. **FEES AND DEPOSITS:** Applicant hereby submits to the City and the City hereby acknowledges receipt of the following:
 - 1.1. Applicant agrees to pay a Rental Fee, equal to the sum of \$_____ which Applicant agrees constitutes as nonrefundable for the rental of the Amphitheater for the above-stated purpose on the date(s) and time(s) indicated, not later than 14 days before event. (initial) _____
 - 1.2. Applicant agrees to pay a Damage Deposit, equal to the sum of \$ 100.00 which the Applicant agrees constitutes as a refundable deposit due on day of signing for the Activity on the date(s) and time(s) specified above. The City agrees to return this deposit to the Applicant within (30) thirty days following conclusion of the Activity, provided the Applicant has satisfied all requirements set forth in the terms specified. (initial) _____
2. **NON-SUFFICIENT FUNDS:** The Renter shall be charged \$25 for each check that is returned to the City of Wray for lack of sufficient funds.
3. **COMPLIANCE WITH LAWS AND FACILITY RULES:** The Applicant and Applicant's guests shall at all times maintain proper conduct and decorum and shall comply with all laws, ordinances, rules, and regulations of all governmental bodies having the authority over the Amphitheater. Additionally, Applicant acknowledges receipt of the Amphitheater Rental Fees on page 3, and the Amphitheater Rules and Regulations attached. The Applicant shall reimburse the City for all damage to the Amphitheater and property arising from the Activity caused by Applicant or by the Applicant's guests, employees, agents or affiliated persons. Ordinary wear and tear are excepted.
4. **APPLICANT'S WAIVER & RELEASE:** In consideration of being permitted to rent the Amphitheater for the Activity, the Applicant agrees as follows:
 - 4.1. In consideration for being permitted to use the facilities of the City of Wray, agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, which are incurred, made, or brought by any person or entity, on account of damage, bodily injury, personal injury, sickness, disease, death, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the use of the facilities. Weather any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the City, its officers, or its employees, or from any other cause whatsoever.
 - 4.2. By signing, Applicant agrees that, in the event of any damage, loss, or injury to the facilities or to any property or equipment therein, the City may deduct from the damage deposit the full amount of such damage, loss, or injury. Applicant further agrees that, is such damage, loss, or injury exceeds the amount of the damage deposit; Applicant will promptly reimburse the City for all costs associated therewith upon billing by the City.

- 4.3. In addition, in consideration for being permitting to use the facilities, Applicant, on behalf of itself, and its officers, employees, members, and invitees, hereby expressly exempts and releases the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, or death, that Applicant may incur as a result of such use, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the City, its officers, or its employees, or from any other cause whatsoever.
5. **CANCELLATION/REFUND POLICY:** All cancellations must be made to the City of Wray no later than 10 days before the event date to receive a complete refund. Any cancellations made after said date will NOT be eligible for refund of Rental Fee.
6. **INSURANCE:** Throughout the term of this agreement, the Renter shall at its expense carry (i) property insurance insuring the equipment against loss or damage from the Renter's use thereof or for which the Renter is otherwise responsible under this agreement; and (ii) commercial liability insurance naming the City as an additional insured against any and all claims for bodily injury and property damage arising out of the Renter's operation and use of the equipment, and the Renter's obligations under this agreement. Such insurance shall have a combined single limit of not less than \$1,000,000 per occurrence with a \$2,000,000 aggregate limit and excess umbrella liability insurance in the amount of \$2,000,000. The coverages required of the Renter under this provision shall be primary and not contributing to any insurance available to the City of Wray. Before using any of the equipment, the Renter shall provide to the City a certificate of insurance indicating the Renter is covered by insurance as set forth above and a copy of the "Additional Insured" endorsement, establishing the City of Wray's additional insured status. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City of Wray. The City of Wray reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Failure on the part of the Renter to procure or maintain required coverages shall constitute a material breach upon which the City of Wray may immediately terminate this Agreement.
7. **NO WARRANTY:** The Renter accepts the facility in use in its "as-is" and the City of Wray makes no representations or warranties regarding the facility.
8. **ACCEPTANCE OF FACILITY:** The applicant shall inspect facilities rented pursuant to this agreement. The Renter shall immediately notify the City of Wray of any discrepancies between such facility, item of equipment and the description of facility or equipment. If the Renter fails to provide such notice in writing within 2 day(s) after signing the agreement of the equipment, the Renter will be conclusively presumed to have accepted the facility or equipment as specified. Any subsequent claim that the equipment was not provided in fully functional order will not be considered.
9. **APPLICANT'S REPRESENTATIONS:** If a corporation/partnership, the Applicant represents and warrants to the City that this Agent has full right, power and authority to execute this Agreement on behalf of the Applicant.
10. **ENTIRE AGREEMENT & MODIFICATION:** This Agreement constitutes the entire Agreement between the parties, may be modified only by written agreement of the parties, and shall be governed by the laws of the State of Colorado, County of Yuma, and City of Wray.

11. **GOVERNING LAW:** This contract shall be construed in accordance with the laws of the State of Colorado.
12. **SEVERABILITY:** If any portion of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
13. **WAIVER:** The failure of either party to enforce any provision of this contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this contract.
14. **CERTIFICATION:** The Applicant certifies that the contract, statements, and information submitted to the City of Wray are true and correct and any material misrepresentation will constitute default under this contract. The undersigned representative of the Applicant warrants that he or she has been authorized to execute this agreement for the Applicant and has full power to bind the Applicant to the terms hereof.

In Witness whereof the parties have executed this Agreement as of the date first above written.

As the Applicant of the Amphitheater and its amenities, and by my signature, I agree that I am the responsible party and fully understand and agree to adhere to and comply with all the rules and regulations, laws and ordinances of the City of Wray in the regard to the rental and or use of the Amphitheater and I agree to the above indemnification.

Applicant:

City of Wray:

Representative: _____

Representative: _____

Title: _____

Title: _____

Date: _____

Date: _____