



TERMS AND CONDITIONS APPLICABLE TO THOSE USING THE CITY OF BRYAN'S FOUNTAIN CITY AMPHITHEATER

Philosophy

The Fountain City Amphitheater at Recreation Park is a public assembly venue. The facility is operated for the recreation and entertainment needs of the people of Bryan and the surrounding region, and provided as a venue for performances, programs, exhibitions, festivals, and other activities that are in the interest of the community.

In determining approval of an application to use the Amphitheater, the following criteria may be taken into consideration:

- Nature and character of the proposed event.
- Demonstrated ability of the applicant to properly and professionally manage the proposed event.
- Potential risk of damage to the facility resulting from the event.

In addition to complying with the City of Bryan's adopted regulations, such as noise/sound, lighting, and any other City ordinance.

Booking Policies

All potential users shall complete a City of Bryan Parks & Recreation Department Amphitheater Permit to be considered for booking and provide a \$100.00 deposit. If the application is rejected, the applicant will be notified in writing, phone, and/or email. ***If the application is approved, a "hold" for a particular date(s) at the facility will be considered tentative until the \$100 deposit is received.*** A hold does not constitute a binding agreement for the licensee to use the Fountain City Amphitheater. ***The deposit will be refunded and/or applied to damages that occur during the event.***

The Fountain City Amphitheater is not considered reserved until a City of Bryan Parks & Recreation Department Facility Permit is filled out, signed and deposit has been received and your permit has been approved by the City of Bryan Parks and Recreation Department .

The initial applicant will be contacted to confirm the reservation and will need to pay the specific required rental amount within 72 hours of rental date.

Fees

User costs vary depending upon the nature of the user. Users are identified as City of Bryan group, in district school groups, nonprofit organizations (must provide 501c3 proof), or a commercial business, organization and/or individual.

Rental of the amphitheater is based on group categories. Please see our Amphitheater Facility Rental Permit for details.

Use of Space

User shall only have use of the space for which a permit was granted. Unauthorized use of any facilities on the park grounds or public right-of-way for which authorization was specified may result in immediate suspension of the use of the amphitheater. Failure to adhere to any or all the above policies may result in the approved reservation holder being asked to leave the facility, forfeiture of rental fee, and/or loss of future reservation privileges. If reservation holder is asked to leave for failure to comply with these policies or city ordinances, no fees will be refunded. The City of Bryan is

not responsible for others park uses during your event. Please note the Fountain City Amphitheater is located in a popular park area.

Security, Crowd, and Traffic Control

Each event must have a dedicated security team (i.e., volunteers, off or on duty police officers). The user shall also be responsible for all persons associated with their function. If you are hosting an event that is open to the general public, you are responsible for any/all damages or problems associated with your guests. The City may determine the number of security personnel required for each event and/or if the user will need to provide professional security (i.e., City of Bryan Police Department). If necessary, a copy of security contract (s) and/or a letter from the City of Bryan Police Chief may be required to be submitted to the Fountain City Amphitheater Coordinator prior to execution of a permit to use the Amphitheater. The user shall assume the cost of event security.

Noise

During the event hours, the noise level associated with the event should follow all City of Bryan regulations.

Parking

All motor vehicles must park in designated parking areas. Vehicles are not permitted on fields without prior permission from the City of Bryan. Parking is available around the amphitheater. Parking lots are located at the dead end of Ave. B and on Oakwood Ave., Newdale Dr., and Mayberry Dr. connected by pedestrian pathways to the Amphitheater. The renter shall be responsible for the supervision of all parking and the supervision and control of spectators.

Restrooms

Restrooms are available on the west side of the stage.

Amphitheater Supervisor

A City of Bryan Parks and Recreation Department representative may meet the person or organization responsible for the event at the scheduled beginning of set-up time for the event. An Amphitheater Supervisor may be assigned by the City of Bryan Parks and Recreation Department to be present throughout the duration of the event (including set-up and clean-up) unless waived by the City of Bryan Parks and Recreation Department.

Containers

No glass containers shall be allowed within the Amphitheater or grass areas surrounding the Amphitheater.

Alcohol

Alcohol (except when all required permits are obtained, for service or sale associated with a permitted event – please see Beverage Policy for details) may not be brought into the Amphitheater or park grounds. For events wishing to serve alcohol please see our Fountain City Amphitheater Alcohol Policy. Renters must also fill out a Fountain City Amphitheater Alcohol Permit and provide a copy of all approved licenses/permits to the Fountain City Amphitheater Coordinator.

The serving, possession, or consumption of alcohol, including beer and wine on the premises, even after permits have been granted, may be ordered to be discontinued at any time at the discretion of the City of Bryan Parks and Recreation Department and/or City of Bryan Police. Inappropriate behavior, exposure to liability due to excessive drinking, intoxication of individuals, damage to property or injury to individuals, and other such activities will result in the closing of the bar and the discontinuance of the serving, possession or consumption of alcohol, including beer and wine.

Insurance

Special Event Liability insurance is required of all users and is due no later than ten (10) days prior to your event. The insurance must, at the renter's sole expense, provide and maintain general liability insurance, including but not limited to bodily injury and property damage liability, insuring City of Bryan and City of Bryan employees, contractors and contracted vendors against all bodily injury, property damage, personal injury and other loss arising out of renter's use and occupancy of the premises, or any other occupant on the premises, including appurtenances to the premises and

sidewalks. The insurance policy must cover, in addition to the general public, all entertainers, their support staff, and any other individual participating in or attending the event for which the facility is rented. The insurance required hereunder shall have a single limit liability of not less than \$1 million, and general aggregate liability of not less than \$1 million. The City of Bryan shall be named as an additional insured of said policy.

If alcohol is served at the event your policy must include \$1,000,000 of Liquor Liability coverage. This coverage should protect you, and the City of Bryan against alcohol-related accidents, as you are ultimately liable for the safety of your guests. Any caterers and/or outside vendors, companies, and/or institutions must provide certificate of insurance, evidencing General Liability and Liquor Liability coverage, as well as a copy of their Cater License to the City of Bryan as stated, and will be delivered at least seven (7) days prior to the event.

Liability

Renter agrees to indemnify, defend, and hold the City of Bryan and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by renter, its employees, and agents of alcoholic beverages.

Decorations/ Facility Modifications

Decorations should adhere to the following guidelines:

1. Temporary or permanent alterations of the facility in any way, including the use of nails, screws, putty substances, staples, or duct tape may not be used.
2. Decorations may be affixed utilizing painters' tape, masking tape, or transparent/clear tape only if the tape and tape residue are both completely removed after the event.
3. No stakes, fence posts, or flags are permitted to be driven into the lawn areas surrounding the amphitheater due to the presence of underground irrigation/sprinkler systems without prior approval.
4. The use of helium balloons is allowed as long as they are disposed of properly after the event. Disposal of balloons includes removal from the ceiling, signs in the park, fences, etc.
5. Only battery-operated or drip-less candles are allowed and must be contained in a non-glass container.
6. No confetti or loose glitter is allowed as part of the decorations unless glued or otherwise affixed to decorated objects.
7. Renters should not block or rope off any area at the Amphitheater without prior approval from the City.
8. Adjustments to electrical power or modifications to the stage area or green room area is prohibited unless written authorization has been obtained from the Fountain City Amphitheater Coordinator or City of Bryan designee.

Users should leave the Amphitheater and grounds in the same condition in which it was found. Renters will be responsible for all costs incurred to repair/replace any damages to City facilities, structures, or landscape.

Tents

Tents maybe erected only after receiving written permission from the City of Bryan Park and Recreation representative. All tent deliveries and erection must be arranged and approved by the City of Bryan Park and Recreation staff prior to the event. Tent tear down times must also be arranged before the event. Tent set-up must be supervised by the renter. Tents set-up inappropriately will be removed at the renter's expense.

Lights/Sound

Lighting and sound is the responsibility of the user unless otherwise agreed upon between the Fountain City Amphitheater Coordinator and user.

Cleanup

Unless otherwise specified, cleanup of the stage, green room, seating area, grounds and parking area shall be the responsibility of the renter. The parking area includes any public right of way, or any public or private property that is on

or adjacent to areas where patrons parked for the event. Clean up activities shall be completed by 10:00 am the day following the event unless otherwise specified.

Equipment Left on Site

Any equipment or personal property left on site, beyond the terms of the agreement, will be the responsibility of the renter. The renter will hold City of Bryan harmless in the event of theft/damage of said items.

Multi Day Events

In the case of multi day events, equipment may be left on site overnight. In this event the renter shall be responsible for said equipment. The City of Bryan is in no way responsible for this equipment and will not provide overnight security services.

Cancellation

Cancellations must be given in writing to the City of Bryan Fountain City Amphitheater Coordinator. If cancellation is made within 7 days of the event, \$100 deposit may be forfeited at the discretion of the City Bryan Mayor and or Parks and Recreation Director.

Please note: *This usage and policy document is subject to change at the discretion of the City of Bryan Administration.*