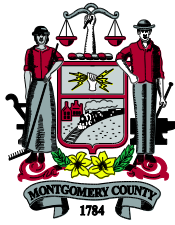


**MONTGOMERY COUNTY
BOARD OF COMMISSIONERS**

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ASSETS AND INFRASTRUCTURE

MONTGOMERY COUNTY COURTHOUSE • PO Box 311
NORRISTOWN, PA 19404-0311

610-278-3029
WWW.MONTCOPA.ORG

TOM BONNER
DIRECTOR

DAVID B. CLIFFORD
PARKS ADMINISTRATOR

GREEN LANE, PENNSYLVANIA GREEN LANE PARK AMPHITHEATER Special Use Permit Addendum

The Green Lane Park Amphitheater may be used for the following:

- Civic, cultural, educational, recreational purposes
- Personal or social use upon proper application

All deposit and rental fees must be paid at the time of reservation. The date is non-changeable and the fee is non-refundable no matter the weather or park condition.

The County of Montgomery reserves the right to refuse applications or cancel a permit at any time, when the County or its representatives deem that:

- The facility will be used in a manner which may violate the safety of people and property of the County of Montgomery, or cause injury to persons and /or property, or provoke disorderly conduct and create dangerous disturbances.
- An organization and/or individuals have not honored terms of their facility contract or who have caused excessive damage to a facility in the past.

APPLICATION REQUIREMENTS

- All individuals or groups must complete a Special Use Permit Application and visit in person with Green Lane Park site supervisor.
- The applicant must be of twenty-one (21) years of age to enter a contract.
- The payment of rental fees and security deposits must be made payable to: *County of Montgomery*. All payments will be made during business hours.
- The Lessee must produce a verification of liability insurance to the County of Montgomery.

- Reservations may be made up to 12 months in advance, but no less than two weeks prior to the event. The County of Montgomery must approve all exceptions.
- Reservations are on a first-come, first-served basis, no date changes, rain dates, make ups or refunds are allowed.
- The County of Montgomery assumes no responsibility, financial or otherwise, for accidents or injuries sustained by individuals or groups of individuals while using the County Park facilities.

SPECIAL REQUIREMENTS

- The area must be completely cleaned at the end of the function. The Lessee is responsible for all trash cleanup and removal from the park. The facility will be inspected for compliance with Rules and Regulations of County of Montgomery/Green Lane Park. Should the rental site not meet the requirements, the full deposit, or any portion thereof, may be retained to offset cleaning expenses and/or damage repair. The forfeiture of this cleaning/damage deposit does not absolve applicant of any additional liability for damage and cleaning expenses beyond the cost of the deposit. Applicants are responsible for any and all damages incurred during the rental time frame.

NO ALCOHOLIC BEVERAGES ARE ALLOWED.

- No nails, spikes, staples, tacks, tape or glue may be affixed to the rental facility or trees.
- Rental is for the amphitheater building only; all other areas of the park are open to the public.
- Groups reserving for late in the day must vacate the Amphitheater by sunset, unless other arrangements have been approved by the County of Montgomery/Green Lane Park.
- No pyrotechnics allowed on stage.
- Permit must be with the lessee at all times during rental.

Applicants must offer reasonable guarantee of:

- Orderly behavior
- Programs suitable for presentation in a public place
- Conformity with County of Montgomery Rules and Regulations

FEES AND SECURITY DEPOSIT

Residents:

- | | | |
|------------------|------------|--|
| Rental fee | \$500.00 | Four (4) hour minimum |
| Rental fee | \$1,200.00 | Ten (10) hour rental (open to close – daylight hours, dependent on time of year) |
| Additional Hours | \$120.00 | Per Hour (before sunrise/after sunset) |
| Security Deposit | \$500.00 | Security Deposit |
- Liability Insurance in the amount of \$1,000,000 with the County of Montgomery named additional insured.
 - Lighting and sound amplification is not included in any fees. Any third party vendor for these services must be approved by the County.
 - Restroom facilities reserved for performers only.

Non-residents:

- | | | |
|------------------|------------|--|
| Rental fee | \$600.00 | Four (4) hour minimum |
| Rental fee | \$1,400.00 | Ten (10) hour rental (open to close – daylight hours, dependent on time of year) |
| Additional Hours | \$120.00 | Per Hour (before sunrise/after sunset) |
| Security Deposit | \$500.00 | Security Deposit |
- Liability Insurance in the amount of \$1,000,000 with the County of Montgomery named additional insured.
 - Lighting and sound amplification is not included in any fees. Any third party vendor for these services must be approved by the County.
 - Restroom facilities reserved for performers only.

Make checks payable to: *County of Montgomery*

Applications and payments can be delivered in person to the following address:

Green Lane Park
2144 Snyder Road
Green Lane, PA 18054

Please call Green Lane Park at 215-234-4528 or
Email greenlanepark@montcopa.org for further information.

**RENTAL CONTRACT/AGREEMENT
FOR THE USE OF THE
AMPHITHEATER AT GREEN LANE PARK**

*2144 Snyder Road
Green Lane, PA 18054
Office: 215-234-4528
Email: greenlanepark@montcopa.org*

Name of Organization: _____

Contact Person: _____

Address: _____ City: _____

State: _____ Zip Code: _____

Phone #: _____ Email: _____

Status: _____ Federal I.D. # / Non-Profit Number (circle one) _____

Please indicate the type of activity/event and purpose you wish to have at the Amphitheater:

If attendees will be charged admission, please list a detailed fee schedule here:

Requested date(s) _____ Requested time(s) _____

Alternate date(s) _____ Alternate time(s) _____

How many people (employees and guests) will you have on site? _____

Please note additional services requested for your event: _____

The User must provide a representative to be on site and in charge throughout the event; that

Representative will be: _____ Title: _____

Contact Number: _____

Name of Insurance Carrier and Agent: _____

Address _____ City _____

State _____ Zip Code _____

Phone # _____ Fax # _____ Email _____

Policy Number _____ Expiration Date _____

As required by the County of Montgomery, required Lessees must provide a copy of Certificate of General Liability Policy with a minimum combined single limit of \$1,000,000 naming the County of Montgomery as the additional insured.

No alcoholic beverages

How many vehicles are you expecting to use the parking lot? _____

Do you anticipate the need for security, prior to, during, or after your event? Yes ___ No ___

Do you plan to advertise your event prior to or while at the Amphitheater? Yes ___ No ___

The use of posters, attached to County signs, power poles, distributed on cars, etc. is prohibited.

The following lists detail items that are both acceptable and prohibited from the premises. As with any public event, please be respectful of others. With safety as a primary concern, you may be subject to search at certain events. All children (ages to be determined by the County of Montgomery) must be accompanied by an adult and are to be supervised at all times. The County of Montgomery reserves the right to refuse admission.

Acceptable Items:

1. Sealed or empty plastic water bottles
2. Lawn chairs, in designated areas only
3. Blankets, towels, and tarps no larger than 8 x 8 feet, in designated areas only
4. Binoculars
5. Day packs & Fannie packs
6. Rain gear, ponchos

Prohibited Items/Activities:

1. Smoking
2. **Alcoholic beverages**
3. Glass or opened containers of any kind
4. Coolers (Unless approved with event permit)
5. Umbrellas, tents, or shades
6. Throwing toys including beach balls and Frisbees
7. Skateboards or inline skates
8. Flags, banners, or streamers
9. Instruments

- 10. Recording equipment of any kind (except with entertainment approval)
- 11. Laser pointers
- 12. Fireworks
- 13. Weapons
- 14. Drugs

FACILITY FEES:

DEPOSIT (Must be received at the time of application to reserve your date)

Basic Rate \$150

All Other Rates \$500

(Monies will be returned to the renter within a 30-day period of the rental date after complete evaluation of facility and review of final monies and agreement.)

AMPHITHEATER RENTAL (Payment for your rental is due two weeks before your scheduled event as well as all vendor fees and/or special request fees. Gross ticket dollar percentages must be paid no later than (1) one week following your scheduled event).

Commercial (1/2 day event-4 hrs.) \$600 + 10% of gross ticket sales \$ _____

Commercial (1 Full Day Event) \$1,200 + 10% of gross ticket sales \$ _____

Commercial (Multiple rental days) \$300/day + 10% of gross ticket sales \$ _____

School, Church, Non-Profit (Standard Rate) \$150/day +10% of gross ticket sales \$ _____

(Standard Rate = Lighted stage, including 3 microphones, staging area on both sides, dressing rooms with restrooms, public restrooms)

School, Church, Non-Profit (Basic Rate) \$75/day + 10% of gross ticket sales \$ _____

(Basic Rate = Lighted stage, one microphone, staging area on both sides, no dressing rooms or restrooms, public restrooms)

Clean Up Per Contract \$ _____

Food/Beverage Vending Per Contract \$ _____

Merchandise Vending Per Contract \$ _____

Other Per Contract \$ _____

Additional microphones \$10 each \$ _____

TOTAL \$ _____

FEES are for the use of the stage and seating only. Additional time reserved for rehearsal, loading or unloading must be approved in advance. FEES are based on same day availability. FEES are due upon signing of CONTRACT with INSURANCE POLICY attached to the CONTRACT when applicable.

OTHER FEES:

SALES TAX

The LESSEE is responsible to the STATE OF PENNSYLVANIA for payment of sales tax.

VENDING

A. FOOD

\$50 minimum per space plus 10% of the fee charged by LESSEE above the minimum fee with the following attachments: Copy of the food vending contract between LESSEE and VENDOR; the LESSEE accepts the legal responsibility of assuring that all VENDORS are licensed with the COUNTY OF MONTGOMERY.

B. BEVERAGE

\$50 fee per space plus 10% of the fee charged by LESSEE above the minimum fee with a copy of the contract between LESSEE and VENDOR.

C. NOVELTIES

\$50 fee per space plus 10% of the above minimum fee; Attach a copy of the agreement between LESSEE and VENDOR; Sales tax is the responsibility of the renter.

D. ADDITIONAL SALE ITEMS

Must be approved in advance with like fees as assessed above. The REGION MANAGER, with authorization from the COUNTY OF MONTGOMERY, may exercise latitude to increase or decrease fees for individual events or individual circumstance.

Will you be having **VENDORS** involved in your event? ____ Yes ____ No
(If yes, please attach their license and type of service offered)

Names of VENDORS:

EQUIPMENT:

The Amphitheater at Green Lane Park is not available with additional equipment or services unless arranged in advance. LESSEE providing additional equipment must have prior approval for such in advance. The Amphitheater Facility includes: stage, back stage, dressing rooms with restrooms, parking lot and seating capacity.

LESSEE RESPONSIBILITY:

PARKING LOT: LESSEE is responsible for providing parking attendants.

FACILITY: LESSEE is responsible for the cleanup of the facility and the surrounding grounds at the conclusion of the event. (Each event if you have the facility multiple days)

STAFF: LESSEE is responsible for providing all ticket takers, ushers, security, and emergency services. The Parks and Recreation Department will notify police of the scheduled event/s however this does not ensure that police will be present on premises for the event. The Recreation Department may determine the need and the number of security guards required at any given event at the cost of the LESSEE.

FACILITY REGULATIONS:

Altering the facility in any way is prohibited; therefore, the COUNTY OF MONTGOMERY’S Parks and Recreation Department must approve any type of additions, changes or alterations on the part of the renter IN ADVANCE. Examples would include but are not limited to: additional seating capacity, portable toilets, any type of additional equipment such as production sound and/or lights, banners, vehicle parking for performers and loading and unloading crew, vending locations and placement, barricades, fences, advertisements, etc.

POLICY AND PROCEDURES:

1. APPLICATION: Applications for use of the Amphitheater must be turned into the COUNTY OF MONTGOMERY, Green Lane Park’s office at least (5) weeks prior to the requested date of use. Please mail completed applications to: 2144 Snyder Road, Green Lane, PA 18054.

2. DEPOSIT: 100% of the Amphitheater deposit is due at the time your application is submitted to Green Lane Park, County of Montgomery. Until the deposit is received, the Amphitheater reserves the right to take applications for other events for the same day(s). Your calendar date will not be secured until your approved application and deposit have been submitted and approved by Green Lane Park, County of Montgomery.

3. PAYMENT: Payment for rental of the Amphitheater, additional services requested and all vendor fees shall be made to the County of Montgomery no later than two weeks prior to your scheduled event. If payment is not received, the County has the right to terminate the event and retain the deposit money

given at the time of submitting the application. Payment for gross ticket sale percentages shall be made to the County of Montgomery no later than one week following your scheduled event. Failure to comply may result in the loss of future Amphitheater privileges.

4. OPERATING HOURS: Normal operating hours for the Amphitheater are Monday through Sunday 10:00 AM through 9:00 PM. Individual exceptions for use of the facilities beyond normal hours of operation must be approved by the County of Montgomery.

5. CANCELLATION: Groups using the Amphitheater are bound by the policies listed in this document. The County of Montgomery reserves the right to terminate any approved use of the facilities should these policies not be followed. **LESSEE agrees to give cancellation notice to Green Lane Park, County of Montgomery (2) two weeks prior to date of scheduled event and forfeits 50% of their deposit. If notice of cancellation is after the (2) two week time period, LESSEE forfeits 100% of the rental fee plus 100% deposit to the County of Montgomery. In the event of inclement weather, LESSEE shall remain liable for 50% of the rental fee to City.**

6. SCHEDULED EVENTS: All events at the Amphitheater are held rain or shine. Re-entry to the amphitheater will not be allowed for events unless otherwise noted.

7. TIME: All events must end at such a time as to accommodate closing of the facility at the conclusion of normal operating hours. Clean-up and tear-down of equipment must be complete by this time. Specific events extending past normal operating hours may be accommodated provided they are approved by the County of Montgomery at least one week prior to the scheduled event.

8. COMMON AREAS: Common areas of the Amphitheater including paths, sidewalks, and parking lots are to remain open to the public unless prior approval has been given by the County of Montgomery.

9. SECURITY: As necessary, individual groups are responsible for providing security for events as deemed appropriate by the County of Montgomery.

10. DAMAGES: Damages to the facility and/or equipment within the Amphitheater during an event will be charged to the sponsoring organization/host. In the event that damages are sustained or policies are not followed, the function may be terminated and future requests for use of the facilities may be denied.

11. EQUIPMENT: The Amphitheater will provide access to and monitor the use of the stage equipment, lights, and sounds used at the facility. The LESSEE will be required to provide people to conduct these services throughout their event.

12. DECORATIONS: Moving any furniture or putting up decorations/scenery is prohibited without the express written consent of the County of Montgomery. Any items of this nature must be completely described in the "Special Requests" section of the application.

13. PARKING: Parking is available free of charge in the designated parking stalls. Parking along the grassy areas is prohibited. The County of Montgomery is not responsible for any stolen, lost, or damaged items left in the parking area.

14. GUESTS: The sponsoring organization/ LESSEE of an event are responsible for the actions of guests and participants.

15. FIRE: Open flames, including candles and fireworks are prohibited in the Amphitheater without specific approval by the County of Montgomery.

16. LOST ITEMS: The Amphitheater is not responsible for the theft, loss, or damage to any items left in the Amphitheater. The Lost and Found is located at the ticket booth.

17. TERMS: All rental charges refer to the rental of the building and do not include the cost of labor or other costs not explicitly stated otherwise.

18. SALES TAX: All renters are considered taxable for ticket sales to the STATE OF PENNSYLVANIA. The payment of the sales tax is the responsibility of the renter.

19. SETTLEMENT: COUNTY OF MONTGOMERY requires a Box Office statement of all monies owed upon closing the Box Office according to the terms of this contract. **NO event will open without settlement of monies owed.**

20. STAFF: Any working staff person representing the COUNTY OF MONTGOMERY may have access to the premises as deemed necessary to address facility issues.

21. HANDICAPPED ACCESSIBILITY: Handicapped parking is located in designated areas. Handicapped can be dropped off at the ticket booth for ease of access into the facility.

22. EVENT ADVERTISING: All printed advertising materials should identify the event to be held at The Amphitheater at Green Lane Park, Green Lane, Pennsylvania. All materials must be approved by the County of Montgomery prior to public distribution. Use of the County of Montgomery logo is prohibited.

23. CONTRACT/AGREEMENT: Rental agreements and management for The Amphitheater at Green Lane Park is handled by the Green Lane Park, County of Montgomery. This agreement is between the so stated party, (LESSEE) and the County of Montgomery; therefore, no other party/parties are allowed to represent the contracted party.

24. HOLD HARMLESS AGREEMENT: LESSEE further agrees to hold Green Lane Park, County of Montgomery harmless from any and all claims, demands or liability for injuries to person or damage to property, including claims by employees of LESSEE or claims by any contractor or sub-contractor which damages or injuries are occasioned by or in any way arising out of use or occupancy of the premises by the LESSEE, it's agents, invitees, officers and employees. LESSEE further agrees to the fullest extent permitted by law, to defend, indemnify and hold harmless the Green Lane Park, County of Montgomery and its employees from and against all claims, damages, losses, and expenses, direct or indirect, or consequential damages, including, but not limited to, attorney's fees arising out of, or resulting from, the use or occupancy of the premises.

25. WEAPONS: No weapons permitted including lawful concealable firearms, except by law enforcement.

NOW THEREFORE, it is agreed by and between the parties as follows:

1. This Application permits the use of only the area(s) and/or equipment noted and, if the User uses any areas or equipment not noted above, the User agrees to pay the applicable rate for such use(s).
2. The User agrees (a) to comply with all policies, rules, and regulations that govern use of the Amphitheater; (b) to be financially responsible for any damages incurred to facilities, grounds, or equipment during the period of such use; (c) to have the Director of Parks and Recreation as the final determiner as to whether repair or replacement is the appropriate remedy for any damages; (d) to be wholly responsible for the supervision and control of all persons and activities during such use; and (e) to defend, protect, indemnify, and hold the Green Lane Park, County of Montgomery harmless for any and all claims, suits, actions, damages, judgments, or causes of action arising out of or in any way related to such use.
3. This Agreement may be cancelled for any of the following reasons: (a) failure of the User to pay applicable fees or charges for this use or any prior use; (b) failure of the User to reimburse the Green Lane Park, County of Montgomery for damages incurred during this use or any prior use; (c) evidence satisfactory to the County of Montgomery that the User's use of the facility would violate a policy, rule, or regulation or would be illegal; (d) any violation of the terms and conditions of this Agreement; (e) any change in the activities that presents a conflict with the use; (f) any snow or ice accumulations that would require removal; (g) failure of the User to maintain required liability insurance or failure to keep a current Certificate of Liability Insurance on file for the date(s) of use; or (h) any other event or circumstance which, in the opinion of the administration, necessitates cancellation of the use.
4. In the event this Agreement is cancelled, the County of Montgomery shall not be responsible for any damages (including consequential damages) incurred by the User as a result of such cancellation.
5. The access charge shall be used to compensate for expenses incurred in providing building access and for other normal overhead expenses, such as heating, air conditioning, lighting, and general maintenance services; and, that such charge does not include the assignment of a custodian to work exclusively for the User during the use.

6. The User shall be responsible for providing labor related to setup and removal of user owned equipment after each use of the facility unless this Agreement expressly states otherwise under "Special Requests" above.

7. In situations where no advanced cancellation notice has been received by the County of Montgomery and the User does not appear at the scheduled time, the custodian(s) assigned to such use shall remain available at the facility for one hour before securing the building, and, that an access fee will be assessed to the User for such time.

8. The User will make all reasonable efforts to ensure that all vehicles shall be properly parked, and, that vehicles that are improperly parked shall be subject to towing at the owner's expense, and that improper parking shall include, but not be limited to, parking over painted stall lines, parking on sidewalks, and parking on grassed areas.

Falsification of this document or changing the purpose of the activity without notification may result in the denial of the request. This application is for informational purposes only and is not to be construed in any way as a commitment to enter into an agreement with applicant. The signature below certifies that the applicant agrees to all of the terms listed in this application.

THIS CONTRACT IS NOT VALID UNTIL ALL OF THE FOLLOWING ARE RECEIVED:

- 1. Signed Contract**
- 2. Certificate of Insurance**
- 3. Vendor Information**
- 4. Deposit and Rental Fees**
- 5. Detailed Event Information**

MAIL TO: Green Lane Park, 2144 Snyder Road, Green Lane, PA 18054

Printed Name Title _____

Applicant Signature Date _____

Printed Name Title _____

County Rep Signature Date _____

FOR OFFICE USE ONLY

Facility Rental Fee: \$ _____ Access Charge:

\$ _____

Additional Staff Fee: \$ _____ Equipment Charge:

\$ _____

Security Deposit: \$ Other Charges: \$ _____

Total Estimate for Fees and Charges: \$ _____

Proof of Insurance Received: ___ YES ___ NO

Custodian/Other Staff Assigned at User's Expense: ___ YES ___ NO

Received By: _____

Date: _____

Approved By: _____

Date: _____