

CITY COUNCIL
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City of Hogansville



David Milliron, City Manager
Lisa Kelly, City Clerk
Jeff Todd, City Attorney

400 E Main St
Hogansville GA 30230-1196
706-637-8629 | cityofhogansville.org

COUNCIL ACTION FORM

MEETING DATE: November 5, 2018

SUBMITTED BY: David Milliron

AGENDA TITLE: Hogansville Amphitheater Rules & Regulations

CLASSIFICATION (City Attorney must approve all ordinances, resolutions and contracts as to form)

- | | | | |
|--|-------------------------------------|---|---|
| <input type="checkbox"/> Ordinance (No. ____) | <input type="checkbox"/> Contract | <input type="checkbox"/> Information Only | <input type="checkbox"/> Public Hearing |
| <input type="checkbox"/> Resolution (No. ____) | <input type="checkbox"/> Ceremonial | <input checked="" type="checkbox"/> Discussion/Action | <input type="checkbox"/> Other |

BACKGROUND (Includes description, background, and justification)

The Hogansville Amphitheater is rented/leased through City Hall for the Downtown Development Authority. The daily rate is \$500, of which, \$250 is refundable deposit. There has been very little rental/lease activity in the last few years but the addition of the restroom facility will make this event space more attractive.

BUDGETING & FINANCIAL IMPACT (Includes project costs and funding sources)

STAFF RECOMMENDATION (Include possible options for consideration)

Looking for Council input on how better to market the space and consider modification of the current fee structure, taking into consideration local community events and non-profit organizations.

Schedule of Fees for the Use of the Hogansville Amphitheater

For any use of the Amphitheater the price shall be \$250.00 per each six (6) hour increment.

A \$250 refundable security deposit is required for any use. This deposit may be used to clean and/or restore the amphitheater property after any use where the event organizer does not adequately perform these functions.

“Use” is defined as any time the facility is to be used including those times the facility is made unavailable to others for use such as time for rehearsals, time for decorating and time for clean-up.

Policies, Rules and Regulations for Usage of the Hogansville Amphitheater

Reservations, Confirmation and Rental Rates:

To reserve the Hogansville Amphitheater, please contact the Hogansville City Clerk at 706-637-8629. Confirmation of a reservation occurs when payment is received. While we will attempt to contact a party for which a reservation has been made but is yet unpaid, use is on a first come first served basis, and only those reservations that are paid are guaranteed. Rental rates are according to the rate schedule in effect at the time of payment. Rates are set by the Hogansville Downtown Development Authority and may be changed at any time. Cancellation, with a full refund, can be made anytime prior to 60 days before the reservation date. Refunds will not be issued due to inclement weather.

Deposits:

A deposit will be required from any individual or organization wishing to use the Amphitheater. The event organizer will be responsible to leave the Amphitheater and surrounding grounds in an orderly and clean fashion. The event organizer is responsible for any and all damage to City or School property. The deposit will be applied to the payment for damage or clean-up. If the deposit is insufficient to cover damages and clean-up, the event organizer will be responsible for any additional sums.

Waiver of Liability and Hold Harmless:

Anyone wishing to rent the Hogansville Amphitheater will be required to sign a Waiver of Liability and Hold Harmless Agreement. Liability Insurance is the responsibility of the individual or group renting the Amphitheater.

Hours of Availability:

The Amphitheater may not be reserved for use during the hours that the Hogansville Elementary School is in session or during after-hours school events without the expressed written permission of the Hogansville Elementary School. Due to the City of Hogansville's noise ordinance, all music, including D.J.'s and/or bands must end no later than 10:00 pm Sunday through Thursday and 11:00 pm on Friday and Saturday. The Amphitheater is located within close proximity to private residences. Sound levels should be adjusted accordingly.

Facilities:

Restrooms are not provided at the Amphitheater. Portable restrooms should be provided by the event organizer and are at their sole cost and expense. Alcohol of any kind may not be sold or consumed on Amphitheater or school property. Roadways leading to the Amphitheater may not be barricaded or blocked in any manner. All decorations, equipment or appendages of any kind must be free-standing and may not be anchored to trees, tree grates, lamp posts, handrails or any part of the Amphitheater structure. All such decorations, equipment or appendages must be removed at the conclusion of the event.

Security:

The Amphitheater is an open-air, unsecured, public facility. Neither the City of Hogansville nor the Hogansville Downtown Development Authority is responsible for restricting access during private rental sessions. Security is the responsibility of the event organizer. When the anticipated attendance for any event is expected to be over 200 persons, the Hogansville Downtown Development Authority may require the event organizer to arrange for security personnel, either using off-duty police officers or a private security agency. Such security services are at the sole cost and expense of the event organizer. The event organizer will be responsible for the supervision of the event and the conduct of all persons present.

Hogansville Amphitheater

Hogansville Downtown Development Authority
400 East Main Street
Hogansville, Georgia 30230
(706) 637-8629

Today's Date: _____ Date of Event: _____

Event to be Held Between the Hours of _____ and _____

Group Requesting Reservation: _____

Type of Group: Individual _____ Non-Profit Group _____ Private Company _____

Purpose of Event: _____

Number Expected to Attend Event: _____

Type of Activities to be Held at Event: _____

Will There Music? Live Music _____ Recorded Music _____

Responsible Party: _____ Title: _____

Mailing Address: _____

City: _____ State _____ Zip Code _____

Phone Number: _____ Cell Number: _____

I have read the attached Policies, Rules, and Regulations for Hogansville Amphitheater Usage and I understand, and agree to abide by the policies, rules, and regulations as set forth.

Date Responsible Individual

Payment is due in full at time of reserving the amphitheater. The amount of rent 200.00 is non Refundable.

Please make check payable to Downtown Development Authority of Hogansville

Waiver of Liability and Hold Harmless Agreement

This Waiver of Liability and Hold Harmless Agreement is entered into by and between _____ a (type of organization) _____, hereinafter, "Rentee," and the City of Hogansville, Georgia, its Downtown Development Authority and the Troup County Board of Education, hereinafter "Rentors," on this _____ day of _____, _____, in Hogansville, Georgia.

Recitals

Rentee desires to rent from the Rentors those premises commonly know as the Hogansville Amphitheater, located off East Main Street in the City of Hogansville, Georgia for an event to be held on: _____ The intent of this agreement is to indemnify, waive all liability and hold harmless the Rentors from any and all claims arising from such rental.

Agreement

For good and valuable consideration, receipt of which is hereby acknowledged, Rentee and Rentors agree as follows:

Rentee acknowledges receipt of and agrees to the Policies, Rules and Regulations for the Hogansville Amphitheater usage, and warrants that the information contained on the rental application is true and correct.

Rentor will indemnify, waive all liability and hold harmless the Rentors, its elected officials, employees, agents, successors and assigns from any and all liability, claims, actions, demands and causes of action, including all costs of defense and attorney's fees incurred in defending against same, arising from and related to such rental and the conduct of such event.

Rentors shall be entitled, in their reasonable discretion, to settle claims prior to suit or judgment and in such event Rentee shall indemnify and hold harmless Rentors for any such claims paid, including reasonable attorney's fees incurred from such claim.

In the event any claim or suit is brought against Rentors within the scope of this agreement Rentee shall pay for legal counsel chosen by Rentors to defend against same.

In the event either Party files suit in a court of law to interpret or to enforce the terms of this Agreement, the Party prevailing in such action shall be entitled, in addition to any legal fees incurred in defending against any third party claim, to its reasonable legal fees and costs incurred in such action to interpret or to enforce the terms of this Agreement.

Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

In signing this Agreement, Rentee acknowledges and represents that they have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as their own free act and deed. No oral representations, statements or inducements, apart from the foregoing written agreement have been made.

This Agreement shall be interpreted under the laws of the State of Georgia.

For the City of Hogansville, and its Downtown Development Authority:

City Manager, City of Hogansville, Georgia

For the Promisor:

Signature _____

Name and Title _____