



CITY OF WAYLAND MOBILE STAGE APPLICATION for RENTAL AGREEMENT

RENTING PARTY

Organization Name: _____

Organization Address: _____

Status of Renting Party: *(check all that apply)*

Private Person/Party: _____ Business/Corporation: _____ Club/Organization: _____

Non-Profit Organization: 501(C) 3 or 6: _____ Tax ID/EIN #: _____

Insurance Carrier for Renting Party: _____

Address of Event: _____ City: _____ State: _____ ZIP: _____

Name of Event for which the Mobile Stage is requested: _____

Date(s) of Event for which the Mobile Stage is requested: _____

Start time of Event: _____ End time of Event: _____

Describe the Event and How the Mobile Stage will be used:

Phone #'s of Renting Party: Office: _____ Cell: _____

NOTE: The renting party shall provide the City a Certificate of Insurance naming the City of Wayland as an also insured party. This certificate must be filed with the City before delivery of the Mobile Stage.

RENTAL FEES

	<u>Base Rental Fee</u>	<u>Transportation & Labor Fees</u>
Local, Non Profit Organizations	\$200 per day	Estimated *
Local, Organizations or Businesses	\$350 per day	Estimated *
Non Local, Non Profit Organizations	\$500 per day	Estimated *
Non Local, Organizations or Businesses	\$750 per day	Estimated *

Members of the Wayland Area Chamber of Commerce receive a \$50 discount per day.

- "Local" is any business or organization with an address in the City of Wayland and wanting the stage to be delivered in the City limits. Deliveries outside the City fall under the 'Non Local' rates.
- Base rental fee covers City of Wayland administration, insurance on the stage, routine maintenance and upkeep of the stage, and depreciation costs.
- Estimated costs are for the City's per-person labor to deliver and pick up the Mobile Stage and the cost of the equipment used to transport the Mobile Stage. See the next page for details of these costs. The City will provide an estimate. If the estimate turns out to be high, a refund will be made. If the estimate turns out to be low, the City will NOT charge extra.
- Both the Base Fee and the Estimated Fee are to be paid prior to delivery of the Mobile Stage.
- Make payment to: City of Wayland.

Rules and Expectations for use of the Mobile Stage:

1. Reservation of the stage shall be on a first come, first serve basis, and shall be reserved a minimum of 30 days in advance by calling Wayland City Hall or bringing in a rental application. Rental depends upon the availability of City personnel to deliver and pick up the stage.
2. Estimated Costs: Labor is charged at \$60 per hour per person (some deliveries require 2 persons). Transportation costs are calculated by the hourly rate for the towing truck and the current IRS Mileage Rate.
3. The renting party will be solely responsible for the set-up and take-down of the stage and the operation of the stage during the event. City personnel may assist with the set-up and take-down of the stage if required.
 - a. The stage shall be delivered prior to 3:00 p.m. on the business day before the event. A person from the renting party is required to be present at the time of arrival to review the condition and operating directions. A renting party representative will be required to sign a checklist detailing the condition of the stage upon delivery. Once the stage is delivered, the renting party is responsible for its security and will be responsible for any damages.
 - b. The stage shall be picked up by City personnel at the close of the event. Arrangements for the time for pick-up will be made between the parties at the time of applying for the stage's rental and confirmed at the time of delivering of the stage. Again, a representative from the renting party is required to be on hand at the time of the pick-up.
4. Renting parties shall leave the mobile stage in fully serviceable condition and agree to bear the costs of any damages to persons or property that may occur at the event for which the stage is being used.
 - a. Renters are responsible for removal of all banners, thumb tacks, tape, etc.
 - b. No paint, stickers, or permanent markings of any kind will be allowed.
 - c. Renters are responsible for removal of trash & debris left on, and around the stage at the end of use.
 - d. Site selection is done by the renter, and therefore, the renter is responsible for any site repair such as ruts or disturbed turf.
5. **Rental forms must be submitted to City Hall no less than 30 days prior to the event.**
6. Cancellations must be received 14 days prior to event for full refund.
 - a. Cancellations 7-14 days prior to event will receive 50% refund.
 - b. Cancellations less than 7 days prior to the event will not receive a refund.
7. Renting parties **must** sign the attached Hold Harmless and Insurance Agreement.
8. Additionally, renting parties must carry a minimum of \$1,000,000 in insurance coverage (details outlined in the Hold Harmless and Insurance Agreement). The renting party shall provide the City a Certificate of Insurance naming the City of Wayland as an ADDITIONAL insured party, and which indicates the required insured amount. **The certificate of insurance must be filed with the City before delivery of the Mobile Stage.**

I have read and fully understand the above, and I agree to the terms and conditions and any assigned fees. My signature indicates I have the authority to enter into this agreement on behalf of the renting party.

Signature: _____ Date: _____

Printed Name: _____

Donations for the purchase of this stage were contributed by: Gun Lake Casino, Wayland DDA, ITC, and United Bank.

To be completed by the City of Wayland:

Application Complete: _____ Insurance Certificate provided: _____

Base Fee Paid: _____ Labor & Transportation Fee Paid: _____

Certificate of Insurance Provided: _____ Payment by: Cash Check Other _____

Hold Harmless and Insurance Agreement

In consideration of permission granted by The City of Wayland allowing me to rent, transport, set up, operate, and remove their Mobile Stage (all of which is constituted in "use" of the mobile stage), which will occur on _____,

I, _____, represent, covenant and agree, on behalf of myself and my heirs, assigns, and any other person claiming by, under or through me, as follows:

1. I acknowledge that the use of the mobile stage involves certain risks (some of which I may not fully appreciate) and that injuries, death, property damage or other harm could occur to me or others. I accept and voluntarily incur all risks of any injuries, damages, or harm which arise during or result from my use of the mobile stage, regardless of whether or not caused in whole or in part by the negligence or other fault of The City of Wayland, and/or its or their departments, trustees, affiliates, employees, officers, agents or insurers ("Released Parties").
2. I waive all claims against any of the Released Parties for any injuries, damages, losses or claims, whether known and unknown, which arise during or result from my use of the mobile stage, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties. I release and forever discharge the Released Parties from all such claims.
3. I agree to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that I (or anyone claiming by, under or through me) may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or result from my use of the mobile stage, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties.
4. Renting Parties are required to obtain and keep in force an insurance policy/policies to cover its liability hereunder in the minimum amounts of \$1,000,000 per and will defend and hold harmless The City of Wayland. A copy of the insurance certificate shall be provided to the City of Wayland prior to the commencement of the Rental. The sole beneficiary of the insurance will be stated on the certificate as The City of Wayland. Failure of the insurance company to honor a claim in no way changes the obligation of the Renting Party to compensate the City of Wayland for the full new replacement value of the equipment. The minimum paid up term of the Insurance must be for the initial period of the Rental, and shall carry through the entire rental period.
5. I have carefully read and reviewed this Hold Harmless and Insurance Agreement. I understand it fully and I execute it voluntarily.
6. **My signature indicates I have the authority to sign this agreement on behalf of the renting party.**

EXECUTED this _____ day of _____, 20_____.

Signature: _____

Printed Name: _____