



DECATUR PARKS & RECREATION

City of Decatur, Alabama

P.O. Box 1315 • 610 4th Avenue SE, Decatur, AL 35601 • 256-341-4930

MOBILE STAGE USE AGREEMENT / LEASE

MOBILE STAGE SPECIFICATIONS

TOWING DIMENSIONS

| | |
|----------------------------------|---------------|
| Overall length (including hitch) | 28 ft. 7 in. |
| Stage length | 24 ft. |
| Stage width | 8 ft. 5.5 in. |
| Overall height | 9 ft. 5.5 in. |

PERFORMANCE DIMENSIONS

| | |
|----------------------------|-----------------|
| Stage floor | 24 ft. x 16 ft. |
| Stage height (from ground) | 44 in. |

MAXIMUM FRONT CANOPY

| | |
|-------------------|--------------|
| Height from floor | 12 ft. 6 in. |
|-------------------|--------------|

MAXIMUM REAR CANOPY

| | |
|-------------------|-------------|
| Height from floor | 9 ft. 6 in. |
|-------------------|-------------|

WEIGHT

| | |
|---------------------------|------------|
| Gross vehicle weight | 4,240 lbs. |
| Hitch tongue load (empty) | 350 lbs. |

ALLOWABLE LOADS

| | |
|------------------|--------|
| Stage floor load | 100psf |
|------------------|--------|

TENT TOP LOADING

| | |
|--------------------|------------|
| Single side loaded | 1,640 lbs. |
| Both sides loaded | 2,800 lbs. |

WIND SPEED

| | |
|------------------------|-----------|
| | 50-60 mph |
| Maximum uplift on roof | 13 psf |

ORGANIZATION / SET-UP INFORMATION

Name of Organization requesting stage use:

(hereinafter referred to as the User(s) and the Decatur Parks and Recreation Department hereinafter referred to as DP&R), agree to allow the DP&R Mobile Stage to be used by User(s) subject to the following terms and conditions which are agreed to by the respective parties.

Stage use location / Name of Park or property address:

City: Decatur, State: Alabama

(Note: requesting organization must have proper permits and/or property owner permission for use of event location.)



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Stage use on the following dates and times:

Date(s): Starting date _____ through ending date _____

Day(s) of week: M TU W TH F SA SU (Circle all that apply)

Hours of use: Starting time _____AM/PM Ending time _____AM/PM

Purpose/type of function(s): _____

Estimate number of people attending event: _____

Fee charged to attendees:

Adult: _____

Child: _____

Senior: _____

Other: _____

CONDITIONS:

It is highly recommended that everyone involved in the planning and execution of your event be familiar with this entire agreement. Planning is critical to keep expenses down and take advantage of the resources available to you under this agreement. The staff of DP&R wants to be helpful and at the same time preserve and protect a valuable community resource for all to enjoy.

Most importantly, if you should have any questions or needs that are not addressed, please bring these to the attention of DP&R and we will try to help you with these needs.

1. THE USER(S) AGREE TO PAY A FEE OF \$400.00 for use of the Mobile Stage. The fee must be paid on or before _____. PLEASE GIVE CONTACT NAME & NUMBER LISTED AT THE END OF THIS APPLICATION TO WHOM PAYMENT SHOULD BE RENDRED. THANK YOU.

2. THE USER(S) MUST TAKE OUT AND MAINTAIN CURRENT THROUGHOUT THE TERM OF THIS AGREEMENT A PUBLIC RISK GENERAL LIABLITY INSURANCE POLICY with a reputable insurer, having an A.M Best rating of A – or better, in which (a) DP&R is indemnified in an amount not less than \$1 million occurrence \$2 million aggregate for any claims; (b) DP&R must be named as an Additional Insured under the policy; and (c) the policy or a certificate of insurance must be produced to DP&R upon application for the Mobile Stage. User(s) and DP&R agree that any insurance policies procured by User(s) that provide benefits or protection for DP&R shall be primary and that any policies procured by DP&R that might happen to provide protection or benefits to DP&R arising out of User(s) use of the Mobile Stage shall be excess. A Certificate of Liability must be provided. **NOTE:** Insurance policies may be obtained from SS Nesbitt - Ron Earley, 256-260-1218, or rearley@ssnesbitt.com.



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3. USER(S) IS RESPONSIBLE FOR ANY AND ALL DAMAGES to the Mobile Stage caused by acts of User(s) or it's agents, employees, patrons, guests and artists whether accidental or otherwise. User(s) agrees to leave the Mobile Stage in the same condition as existed on the date that activity commences, ordinary wear excepted. This includes restoration of the Mobile Stage canopy, rigging and flooring. Any additional charges incurred because of unusual clean-up or incomplete restoration will be borne by the User(s).
 4. MOBILE STAGE MAY NOT BE MOVED by the User(s) after it is set-up in the requested location.
 5. DP&R WILL PROVIDE transportation of the Mobile Stage to and from the event, as well as Mobile Stage set-up and break down.
 6. USER(S) MAY NOT SUBLET or assign use of the Mobile Stage to any other entity. User(s) may not utilize the Mobile Stage for any purpose other than specified in this agreement.
 7. NO ACTIVITIES IN VIOLATION OF FEDERAL, STATE OR LOCAL LAWS. It is the responsibility of the User(s) to enforce this provision.
 8. THE USER(S) SHALL OBTAIN ALL LICENSES, royalties and permits necessary to present their event and the performances. The User(s) will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used on the Mobile Stage or incorporated in the event.
 9. USER(S) AGREES TO INDEMNIFY, defend and hold harmless DP&R from any claims or costs, including legal fees, which might arise from the questioning of use of any such material described above. DP&R may require evidence of such licenses being in effect, such as ASCAP and BMI, etc.
 10. IN THE EVENT OF CANCELLATION OF EVENT THE USER(S) WILL PROVIDE, in writing, notice of cancellation of the event and the request for use of the Mobile Stage. User(s) may still be responsible for any Mobile Stage use fees.
 11. The User(s) agrees that no hazardous materials, including but not limited to flammable materials or liquids, fireworks, pyrotechnic devices, explosives, poisonous materials or plants, strong acids or caustics, or dangerous animals will be used in any way while occupying any portion of the Mobile Stage.
 12. The User(s) must give written notice to DP&R of any accident resulting in bodily injury or damage to the Mobile Stage within 24 hours of the accident. The notice must include details of the time, place and circumstances of the names and addresses of any person(s) witnessing the accident.
 13. DP&R reserves the right to terminate the agreement immediately by notice in writing, at its absolute discretion if this agreement is violated by the User(s) (or the servants, agents or invitees of the User(s)).
 14. The User(s) to observe the following extra conditions: _____
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Conditions accepted on behalf of User(s) by: _____
Signature of Authorized Representative

Printed Name: _____ Date: _____

Mailing Address: _____

Cell: _____ Fax: _____

Contact Email: _____

Contact Person: _____ Telephone: _____
Printed name if different than the above named person

Request Approved by: _____ Date: _____
Authorized Representative of DPR