

**Bainbridge Performing Arts Building  
Policy Use Statement**

The following policy is established by the City of Bainbridge for the use of the Performing Arts Building located in the Boat Basin Park:

**COMMERCIAL USE**

*These policies shall apply to any commercial use of the Performing Arts Building and surrounding grounds:*

1. The promoter of a commercial event shall hold the City of Bainbridge harmless for any liability and shall provide the city with a Certificate of Insurance in the amount of not less than \$1,000,000.
2. The rental rate for commercial events shall be \$500 per day or 10% of the gross receipts after taxes, whichever is greater.
3. A rental day is considered 8 a.m. until midnight.
4. All properties, decoration, etc. must be removed the day of the event or another day rent will be charged.
5. If moving in/out or rehearsal occurs other than on the day of a performance the lessee shall be charged \$250 (a lesser rate than the regular rental rate).
6. A non-refundable deposit up front for rental shall be one day's rent and must be paid prior to the event. Receipt of the deposit is required to secure booking. Deposit shall be in the form of cash or cashiers check made payable to the City of Bainbridge. A certificate of insurance should accompany the deposit check.
7. A city employee must open, be present during an event, and close the Performing Arts Building.
8. A \$50 set-up fee for tables and chairs (in the staging area) will be charged upon the request of the lessee.
9. If city stage lighting is used a \$5 per hour charge in addition to the rental fee shall be paid.
10. If the city sound system is used a \$20 per hour charge in addition to the rental fee shall be paid.
11. If special lighting is required and provided by the city the lessee shall pay the city its cost plus 10%. No city equipment may be used by anyone except by qualified city workers.
12. For a public event no alcoholic beverages shall be served or allowed to be consumed. Alcoholic beverages may be served but not sold for private events where the public is not invited.
13. Commercial events that are co-sponsored with a promoter by the city shall be negotiated on a case-by-case basis but in no event shall the city received less than 10% of gross sales after taxes.
14. **Restroom Facilities:** For any event four (4) hours or more in length, portable toilets are required. One toilet per two hundred (200) persons is the ratio to determine the number needed. In cooperation with the Americans with Disabilities Act, at least one (1) portable toilet is to be handicap accessible. It is the coordinator's responsibility to make all arrangements (drop-off & pick-up) and pay any rental fees. The city will provide assistance (if necessary) in determining the placement of portable toilets.

Signed:

Date:

\_\_\_\_\_

\_\_\_\_\_

Signed:

Date:

\_\_\_\_\_

\_\_\_\_\_

City of Bainbridge Representative

*Equipment Use  
Bainbridge Performing Arts Building*

Date of event: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

Event: \_\_\_\_\_

Time of event: \_\_\_\_\_ Time to Open the facility: \_\_\_\_\_

**Commercial Rate:** (Please place an "x" by the appropriate items)

\_\_\_\_\_ \$500 or 10% of the gross receipts after taxes, whichever is greater for use of the stage, staging area and restrooms. Rental day is considered 8 a.m. until midnight.

\_\_\_\_\_ \$5 per hour for stage lights

\_\_\_\_\_ \$20 per hour for use of city sound system

\_\_\_\_\_ \$50 set-up fee for tables and chairs

\_\_\_\_\_ **Total Cost to rent the Performing Arts Building**

*(The rental fee is due 3 days prior of the event. If payment is not received 3 days prior to the event, the event shall be cancelled).*

Signed:

Date:

\_\_\_\_\_  
Applicant

\_\_\_\_\_

Signed:

Date:

\_\_\_\_\_  
*City of Bainbridge Representative*

\_\_\_\_\_

## Indemnity and Hold Harmless Agreement

1. The applicant of the City of Bainbridge's Performing Arts Building will indemnify and save harmless the City of Bainbridge and employees of the City of Bainbridge from and against any and all claims, damages, actions, judgments, decrees, penalties and/or personal injury, and/or damaged or lost property arising out of or from the use of the premises or any part thereof, or any other party of the City of Bainbridge's property, whether occasioned wholly or in part by any act or omission, or negligence, or any reason whatsoever of applicant, its sub-contractors, employees, promoters, agents, guests, invitees, contractors, etc.
2. The applicant also agrees to hold the City of Bainbridge harmless and not responsible whatsoever for loss, theft, burglary, robbery, damage, fire, etc., to any and/or all possessions, personal property, property of any kind, including but not limited to equipment, supplies, prizes, merchandise, exhibits of the applicant or any of its sub-contractors, employees, promoters, agents, guests, invitees, contractors, etc.
3. The applicant agrees that the City of Bainbridge will not be responsible for any medical costs associated with an injury of applicant, its sub-contractors, employees, promoters, agents, guests, invitees, contractors, etc.
4. The applicant agrees to defend, at its own expense against any claims brought or actions filed against the City of Bainbridge with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.
5. The applicant agrees to reimburse the City of Bainbridge for any necessary expenses, attorney fees, or costs incurred in the enforcement of this indemnity agreement.

IN SIGNED THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing indemnity and hold harmless agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this release for full, adequate and complete consideration fully intending to be bound by same, and I am authorized by the non-profit organization indicated below to sign this agreement.

IN WITNESS WHEREOF, I have hereunto set my hand on the \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Print Applicant's Name (non-profit organization)

\_\_\_\_\_  
Applicant's Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Tax exempt number

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_.

My term expires \_\_\_\_\_

Notary Public \_\_\_\_\_