

City Park Amphitheater Reservation Application

PO Box 458 * Veneta, OR 97487 * 541-935-2191 * Fax 541-935-1838 * www.venetaoregon.gov

This application is for reserving the City Park Amphitheater at Veneta City Park (see reverse side for general lawn area).

If your event includes either of the following elements, then a Special Park Event Application is also required:

- Serving food for purchase
- Charging admission

Mark one: Private Party/Individual Community Service Group Governmental Agency Educational Program

Name of Organization/Applicant: _____

Mailing Address: _____

Phone(s): _____

Date of Use: _____ Time: _____ to _____
(must include set-up & clean up time)

Estimated Attendance: _____ Type of Event: _____

Using Electrical Power?

- Using onsite electricity, if available *
- Bringing in generators
- No need for electricity at this event
- Using amplified sound

*A review of electrical needs by City staff may be required. If there is insufficient electricity, the Applicant is responsible to supplement with generators.

• A cleaning deposit of \$50.00 is required and is refundable if the amphitheater is left in clean condition with no trace of event activity

• Failure to comply with the CITY PARK AMPHITHEATER RULES and AGREEMENTS (see reverse side) may affect continued and/or future use of City facilities and properties.

I certify that I am the authorized representative of the above group(s), and that the above statements are true to the best of my knowledge, and that myself and the organization I represent, agree to be bound by the CITY PARK AMPHITHEATER RULES and AGREEMENTS (see reverse side) regarding use of the City's facilities.

Further, I understand that violation of any of these rules may jeopardize current and future use of the City facilities. I have read and understand the CITY PARK AMPHITHEATER RULES and AGREEMENTS (see reverse side), and I and the organization that I represent understand and agree to abide by them in their entirety.

Signature of Applicant

Date

For Office Use Only

Deposit: \$ _____ Date Paid: _____ Initials: _____

Name: _____ Date: _____ Time: _____

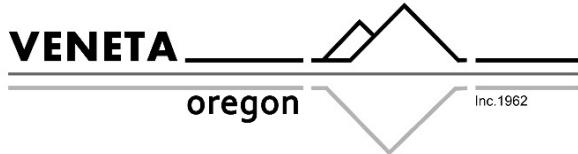
Copy of Reservation to PW Director on Date: _____

Inspection form returned? Yes / No

Staff reminded PW of Electrical Use on Date: _____

Refund (circle one): Full Partial Forfeit

Customer Signature: _____



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CITY PARK AMPHITHEATER RESERVATION RULES and AGREEMENTS

1. A City Park Amphitheater reservation application **MUST** be completed and approved in order to exclusively reserve the Amphitheater.
2. Reserving the amphitheater provides the applicant exclusive use of the amphitheater stage only. The surrounding park grounds are open and available to the public.
3. A cleaning deposit must be received with the application. The deposit will be returned only after the City verifies that the City Park Amphitheater reservation area has been cleaned and left damage-free. Any group/user creating damage or leaving the amphitheater space and surrounding City Park lawn without cleaning the premises will forfeit the deposit and may be billed for additional clean-up and/or repair costs incurred by the City.
4. Reservations are made through Veneta City Hall on a first-come-first-serve basis.

Applicant agrees to abide by the following:

1. To indemnify, defend, and hold harmless the City of Veneta, its agents, officials, and employees for any and all claims, demands, damages, losses and expenses, including attorney fees and costs of litigation, arising out of and from the use of the premises, or conducted on the premises, by applicant, the organization applicant represents, and all their employees, agents, contractors, guests, and invitee.
2. To be held financially responsible for any physical damage to the facility which is incurred as a result of activity or attendance at the event that is the subject of this application and agreement.
3. Pursuant to VMC 9.25.040 and VMC 12.10, tobacco and marijuana use is prohibited on City property.
4. No alcoholic beverage or intoxicated person will be allowed on the premises without a permit.
5. To release the City from all liability for any and all property damage, personal injuries, or other claims arising from use of the facility, including those that are known and unknown, foreseen and unforeseen, future, or contingent.
6. Not to, now or in the future, directly or indirectly, commence or prosecute any action, suit, or other proceeding against the City, its officers, directors, employees, agents, or affiliates concerning, arising out of, or related to the actions, causes of action, claims, and demands waived, released, or discharged by this agreement.
7. That if a suit or action is brought either directly or indirectly to enforce the terms of this agreement, the prevailing party shall be entitled to and the losing party hereby agrees to pay reasonable attorney fees incurred in such proceeding, in both the trial and appellate courts, as well as any costs and disbursements. Further, if it becomes necessary for the City to incur the services of an attorney to enforce any provision of this agreement without initiating litigation, agree to pay City's attorney fees.