



**Greater Lima Region Park & Amphitheater / Pangle Pavilion Rental Application
Effective April 1, 2024**

Applicant Information

Person/Business/Organization:

Non-Profit No Yes

(Copy of Non-profit status documentation must accompany the application.)

Designated Event Contact: _____

Address: _____ City: _____ State: _____ Zip: _____

Telephone: _____ Cell Phone: _____ Fax: _____ Email: _____

Cell Phone used at Event: _____

Event Information

Event Name:

Event Producer:

Event Description (please include event purpose/objectives, entertainment elements, as well as a tentative outline of the schedule of events. If needed please attach additional details):

_____ Event

Website: _____ Proposed Date: _____

Event Start Time: _____ Event End Time: _____

Load-in Start Time: _____ Load-out End Time: _____ Estimate

Attendance: _____ Estimate Number of Vendors: _____

Check all that apply:

Free to Public By Invitation Only Tickets for Purchase Ticket/Donation

Price(s): Advance _____ Gate _____ Other _____

Additional Information

Will food and/or beverage be distributed at the event? No Yes

Will there be merchandise sales? No Yes

Will alcohol be sold or distributed at the event? No Yes If yes, please submit a copy of the F-9 permit, no later than 60 days before the event (Permit must be in the name of the organization renting the facility). Applicants must also complete the alcohol addendum.

Rental Fees

Rental fees are established and approved by the City of Lima. The base rental rate includes 8 hours of usage for each scheduled activity. If additional time is necessary for the activity, that time will be charged on an hourly basis at the rate of \$100/hr.

For Profit Rental Rate: (Rate includes cost of facility, front of house ushers, sound and lights, tech heads, marketing setup on limaciviccenter.com and marquee, box office (ETIX is required for online ticketed events; in person sales also available during box office hours of 12pm - 5pm Mon - Fri). This rate does not include catering, advertisement buys, outside labor, security, local transportation, and production rentals.

Day	One -Day Event	Deposit	Other
Weekdays (Sunday-Saturday)	\$5500	50%	\$7 Ticket fee on top of ticket price. Promoter has the option to add up to \$2/ per ticket

Non Profit Rental Rate: (Rate includes cost of facility only)

Day	One -Day Event	Deposit
Weekdays (Monday-Thursday)	\$1000	50%
Weekends (Friday, Saturday, Sunday) All Holidays	\$1500	50%

Private Rental Rate: (Rate includes cost of facility only)

Day	Category 1 (15 - 500 attendees)	Category 2 (500 + attendees)	Wedding Rate
Weekdays (Monday-Thursday)	\$350	\$750	\$750
Weekends (Friday, Saturday, Sunday) All Holidays	\$500	\$1000	\$1000

Equipment and Services:

Security \$45/hour, per officer with a minimum of 2 officers for all events with over 150 guests or where alcohol will be consumed

Lights, Sound, and Use of Stage \$ 1250

Stage (No lights and sound) \$300

Ticket Handling TBD

Ushers TBD

Bar Service Available at Request

Total Cost of Equipment and Services in addition to Base Rental Fee: \$ _____ (Initial) _____

Lease of Amphitheater:

1. The City hereby rents to the Applicant and the Applicant hereby rents from the City, said Amphitheater for Activity and according to the terms and conditions specified. The City rents the Amphitheater to the Applicant only for the above stated/described Activity. The applicant may occupy the above stated/described Amphitheater for the said Activity. Occupancy of the Leased Amphitheater, the Applicant shall pay to the City the stated amount (s).

2. **FEES AND DEPOSITS:** Applicant hereby submits to the City and the City hereby acknowledges receipt of the following:
 - 2.1. Applicant agrees to pay a Rental Fee, equal to the sum of \$ _____
 - 2.2. Applicant agrees to pay a Damage Deposit, equal to the sum of \$ _____ which the Applicant agrees constitutes as a refundable deposit due on day of signing for the Activity on the date(s) and time(s) specified above. The City agrees to return this deposit to the Applicant within (30) thirty days following conclusion of the Activity, provided the Applicant has satisfied all requirements set forth in the terms specified. (initial) _____

3. **NON-SUFFICIENT FUNDS:** The Renter shall be charged \$25 for each check that is returned to the City of Lima for lack of sufficient funds.

4. **COMPLIANCE WITH LAWS AND FACILITY RULES:** The Applicant and Applicant’s guests shall at all times maintain proper conduct and decorum and shall comply with all laws, ordinances, rules, and regulations of all governmental bodies having the authority over the Amphitheater. Additionally, Applicant acknowledges receipt of the Amphitheater Rental Fees and the Amphitheater Policies. The Applicant shall

reimburse the City for all damage to the Amphitheater and property arising from the Activity caused by Applicant or by the Applicant's guests, employees, agents or affiliated persons. Ordinary wear and tear are excepted.

5. **APPLICANT'S WAIVER & RELEASE:** In consideration of being permitted to rent the Amphitheater for the Activity, the Applicant agrees as follows:

- 5.1. In consideration for being permitted to use the facilities of the City of Lima, agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, which are incurred, made, or brought by any person or entity, on account of damage, bodily injury, personal injury, sickness, disease, death, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the use of the facilities. Whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the City, its officers, or its employees, or from any other cause whatsoever.
- 5.2. By signing, Applicant agrees that, in the event of any damage, loss, or injury to the facilities or to any property or equipment therein, the City may deduct from the damage deposit the full amount of such damage, loss, or injury. Applicant further agrees that, if such damage, loss, or injury exceeds the amount of the damage deposit; Applicant will promptly reimburse the City for all costs associated therewith upon billing by the City.

6. **CANCELLATION/REFUND POLICY:**

- 6.1. Refunds will not be issued due to rain or any other weather situation. However, if the Activity is canceled due to weather prior to the scheduled date of the Activity, the City will work with the Renter to reschedule the Activity, as long as the schedule permits the Activity to be rescheduled within the same calendar year.
- 6.2. The City of Lima will charge a cancellation fee if the event is canceled. If the event is canceled more than 180 days before the event, the deposit will be returned less a \$75 cancellation fee. If the event is canceled between 60 and 180 days before the event, the deposit will be returned less a 50% cancellation fee. If the event is canceled less than 60 days before the event, there will be no refunds.
- 6.3. Deposits may be transferred by the same renter to a different day, if the new rental date is available, and a \$25 fee is applied. The new rental date must be specified when requesting the transfer. A transfer of a deposit can only be done once. Deposits must be applied to a rental date or forfeited.
- 6.4. Any unused portion of the litter bond may be refunded to the Renter after the Activity. However, the damage deposit of \$1,000 may be held at the discretion of the City for any period of time necessary to determine the full extent of damages.
- 6.5. If Renter violates any of the terms or conditions of the Agreement, the City shall have the right to immediately terminate without notice or refund, and the City may pursue all of its rights and remedies at law or in equity including, without limitation, the right to recover court costs and attorney fees.

7. **INSURANCE:** Renter agrees to provide public liability insurance of not less than \$1,000,000 personal liability and property damage. Proof of this insurance must be submitted at least 2 weeks prior to the event.

8. **NO WARRANTY:** The Renter accepts the facility in use in its “as-is” and the City of Lima makes no representations or warranties regarding the facility.
9. **ACCEPTANCE OF FACILITY:** The applicant shall inspect facilities rented pursuant to this agreement. The Renter shall immediately notify the City of Lima of any discrepancies between such facility, item of equipment and the description of facility or equipment. If the Renter fails to provide such notice in writing within 2 day(s) after signing the agreement of the equipment, the Renter will be conclusively presumed to have accepted the facility or equipment as specified. Any subsequent claim that the equipment was not provided in fully functional order will not be considered.
10. **APPLICANT’S REPRESENTATIONS:** If a corporation/partnership, the Applicant represents and warrants to the City that this Agent has full right, power and authority to execute this Agreement on behalf of the Applicant.
11. **ENTIRE AGREEMENT & MODIFICATION:** This Agreement constitutes the entire Agreement between the parties, may be modified only by written agreement of the parties, and shall be governed by the laws of the State of Ohio, County of Allen, and City of Lima.
12. **GOVERNING LAW:** This contract shall be construed in accordance with the laws of the State of Ohio.
13. **SEVERABILITY:** If any portion of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
14. **WAIVER:** The failure of either party to enforce any provision of this contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this contract.
15. **CERTIFICATION:** The Applicant certifies that the contract, statements, and information submitted to the City of Lima are true and correct and any material misrepresentation will constitute default under this contract. The undersigned representative of the Applicant warrants that he or she has been authorized to execute this agreement for the Applicant and has full power to bind the Applicant to the terms hereof.

In Witness whereof the parties have executed this Agreement as of the date set forth below. As the Applicant of the Amphitheater and its amenities, and by my signature, I agree that I am the responsible party and fully understand and agree to adhere to and comply with all the rules and regulations, laws and ordinances of the City of Lima regarding the rental and or use of the Amphitheater and I agree to the above indemnification. I further certify that I have reviewed and agree to the “Amphitheater Policies” attached.

Applicant: _____ City of Lima Representative: _____

Title: _____ Title: _____

Date: _____ Date: _____

Submit completed rental form to:
 Abe Ambroza at aambroza@limaciviccenter.com, or
 VMCCC Reception at 7 Town Square, Lima, OH 45801