

DRAKE HARBOR & AMPHITHEATER

RULES & REGULATIONS

Location:

Drake Harbor
Warsaw, MO 65355

Contact Information:

Warsaw Parks & Recreation
181 West Harrison
Warsaw, MO 65355
660-438-2312 (for reservations)
Fax: 660-438-7142
Business Hours: M-F 8am-4:30pm



The Osage Amphitheater sits on the East side of Drake Harbor with a beautiful lake setting behind the stage. The amphitheater has a round decorative stone stage. With a seating capacity of 290 and plenty of space for lawn chairs and/or blankets it can seat up to 550. The amphitheater is available for rental by the public. It serves as an outdoor venue for concerts, theater shows, and festivals, as well as for private functions, such as weddings. Users must provide their own lighting and sound system.

RENTAL INFORMATION SUMMARY

Rental Dates:	March 15 - October 15	
Reservations:	Up to two years in advance. Minimum two week notice. Full rental fee and clean up deposit due at the time of reservation	
Rental Procedure:	Rental Agreement (See Contact Information above)	Park Special Use Application (if special conditions apply)
Audience Limit:	Low volume 290 people/High volume 550 people(extra only by special permission)	
Cost:	8am - 11pm	\$150.00 (non-revenue generating)
	Depending on event type, other fees may apply (see below)	
Ticket Sales:	\$200 rental fee for any revenue generating event (ticket sales/personal profit)	
Concession:	No additional fees for concessions	All units must be self contained
	Responsible for own electric	
Key/Damage Deposit:	\$100	
Insurance:	Public Liability Insurance (naming City of Warsaw as the certificate holder)	\$1,000,000 per single accident/occurrence (Requirement increases to \$2,000,000 with amusement devises)

*The above information is a summary only.
Please refer to the Rules and Regulations for complete information.*

RULES AND REGULATIONS

All renters must complete the Rental Agreement to use The Osage Amphitheater and submit it to the City of Warsaw Department of Parks and Recreation with required attachments and fees. If the following special conditions apply, renter may be required to fill out a Park Special Use Application in addition to the Rental Agreement.

- Collection of fees on City property (i.e., donations, admissions, concessions, or merchandise sales).
- Additional structures (other than amplifying equipment), such as, tents, stages, booths, or trailers.
- General public is invited or notified by the media of the event.
- Animals for show, display, or rides.
- The burning of logs, charcoal, propane, or other fires outside of the designated picnic grills.
- The ascent or descent within a park, any apparatus for aviation.
- Use of grounds or facilities in manner other than their specific recreational use.

Facility

The Osage Amphitheater rental includes the stage, electrical use, and seating area from the stage to the top of the hill. The paved parking lot may not be closed to the general public. Maximum amphitheater capacity is 550 people. Special permission may be granted by the Parks & Recreation director to exceed 550. Portable toilets must be provided at renter's expense for any event with over 75 people, 1 portable toilet for every 75 additional people expected. At least one ADA toilet is needed if your event is held outside of April 15th-Oct15th.

Reservation Procedures/Deposits/Refunds

1) All reservation dates are reserved on a first come, first served basis with a minimum of two week notice. Reservations are allowed up to two (2) years in advance of the event. A signed rental agreement/application along with full payment of all facilities to be used and the required clean-up/damage deposit of \$100 must be turned in to the Parks & Recreation office. If for some reason your application is reviewed and denied, a refund will be mailed to the applicants address within 2 weeks of denial. Payments can be made by cash, check, Visa, MasterCard, or Discover.

2) There are no refunds on rentals. The Osage Amphitheater & Drake Harbor are outdoor venue's subject to changing and inclement weather conditions, so please note refund policy when booking. If a cancellation must be made you will have the option to reschedule the event within 1 year. The clean-up deposit is refundable if you choose not to reschedule the event.

3) Provided the facility is cleaned properly, and there is no damage, the clean-up/damage deposit will be mailed to the applicant within 2 weeks. Deposits shall be used by the Department of Parks and Recreation to repair, replace or pay for any property damage that occurs during the rental either by the Renter or any participant at the event produced by the Renter. The unused portion of the deposit may be refunded to the Renter after the event. However, the deposit may be held at the discretion of the Department of Parks & Recreation for any period of time necessary to determine the full extent of damages and to make all repairs and/or secure replacements.

The damage deposit shall be refunded upon the following conditions:

- All terms of this contract have been met
- All facilities are left in good condition

Additional deposit monies may be required depending on the type of event to be held, the expected number of patrons or multiple day rentals, determined on a case-by-case basis. Additional charges may be assessed for property damages and extended occupancy periods. The Renter shall pay all additional charges in excess of the deposit within 10 days after damage estimates have been made. If clean up or damage terms have not been met, the City of Warsaw will disclose, in writing, to renter any issues requiring deposit retention.

4) Payment for this reservation will constitute agreement to abide by all Park Regulations including, but not limited to, those listed on this form. Violation of these regulations may result in the issuance of tickets and/or citations.

Ticket Sales/Admission Fees

The renter may charge an admission fee to spectators with prior approval from the Parks & Recreation Department. Ticket sales shall not exceed the capacity of the amphitheater and shall be limited to 550. The Parks & Recreation Department may authorize additional admission under special conditions. Any event collecting admission fees will be charged an additional \$50 (\$200) for the amphitheater rental.

Concession Sales

Concession sales are based upon the concession privileges granted by the Parks & Recreation Director in accordance with the Park Special Use Permit.

Concessionaires must be completely self-contained, and renter is responsible for providing electricity, hand sinks, and any other equipment that may be deemed necessary by the City of Warsaw/Benton County Health Department. Renter will obtain the necessary health permits from the City of Warsaw/Benton County Health Department, and provide such permits to the City at least ten (10) days prior to the event.

No Alcoholic beverage sales allowed.

Scheduled Time

Renter shall be responsible for vacating the spectator and concession areas no later than 11:00 PM. Scheduled time must include set-up, decorating, preparation, event, clean-up and teardown. Rented property must be removed from the premises at time of departure.

Tear Down and Clean Up

The amphitheater and harbor grounds must be "broom" clean prior to departure. All supplies and equipment must be removed from premises prior to departure. Renter may not store belongings at the Amphitheater. Trash must be removed from the stage area, grounds and parking areas and placed in trash cans prior to departure. Renter will be required to provide a dumpster for larger events

Note: Trash is emptied and amphitheater is cleaned in the early morning hours. Therefore, it is possible other park users may use the facility before rental party arrives. Amphitheater reservations guarantee use of the amphitheater only - no other conditions implied.

Responsibilities of Renter

Renter shall arrange, provide, and pay for all materials, personnel and services necessary for the efficient and safe presentation of events at The Osage Amphitheater. Prohibitions for use of the facilities as follows: Smoking is not permitted in any area of the amphitheater. No animals are allowed in the amphitheater during an event without special permission. No tobacco, including chewing tobacco; no fireworks; no confetti, glitter or rice (birdseed is allowed); nothing shall be attached or affixed to any tree or plant, fence, building or other part of the Amphitheater or its amenities without prior approval; no digging, transplanting or disturbance of vegetation; no vehicles on the turf or sidewalks (service vehicles with permission). Gasoline, distillate or other petroleum products, or other substances or materials of an explosive or flammable nature, including candles, and bbq grills are not permitted. No items shall be laid on turf that might cause damage to it. NO skateboards, bicycles, or scooters allowed.

Electricity

Electric is provided within a reasonable distance to the amphitheater. The cost of additional electrical supply is the sole responsibility of the Renter. The Renter will take all necessary precautions to protect the existing electrical service from overload and damage. Electrical panels may not be modified by any outside electrician. It is the responsibility of the renter to inspect equipment for compatibility. If the Renter's equipment is not compatible, the Renter's equipment must be modified. Modifying the City's electrical panels will result in a fine. Renter is responsible for any and all necessary repairs to The Osage Amphitheater electrical panels as a result of renter's modification.

Sound Levels

A sound permit will be required when using amplification. Sound levels may not exceed levels established by the City of Warsaw. Monitoring of sound levels may be taken periodically throughout the event as well as during set-up and sound check. Failure to comply with such a request may be cause for fines, immediate termination of the event and forfeiture of deposit and rental fees. A copy of signed sound permit shall be in the possession of renter.

Security

The City will determine required security, including coordination with the Warsaw Police Department, if necessary, based on the type of event. Renter will bear all costs associated with security.

Insurance Requirements

Any event open to the general public requires the Renter to procure and maintain, at its sole cost and expense for the duration of this Use Agreement, Public Liability insurance covering the proposed use or activity in the name of the Renter, naming the City as additional insured.

Public liability insurance shall be required as follows:

No insurance shall be required for events that use a park or park facilities for activities for which the park or park facilities were designed and that do not bring temporary portable facilities, structures or devices into the park

Public liability insurance in the amount of one million dollars (\$1,000,000.00) for all claims arising out of a single accident or occurrence naming the city as co-insured, shall be required for festivals, concerts or celebration events that involve moderate risk that are open to the general public and that are expected to have an attendance of one thousand five hundred (1,500) or less or any other event or activity that, in the judgment of the director, involves a moderate risk of injury.

The insurance policy must cover, in addition to the general public, all entertainers and their support staff and any other individual participating in or attending the event for which the facility is rented. Only insurance carriers licensed and admitted to do business in the State of Missouri will be accepted. Renter must furnish proof of coverage through a Certificate of Insurance no later than two weeks prior to the event.

Renter's Property

The City of Warsaw shall assume no responsibility for any property placed on or in its facilities or grounds. Further, the City of Warsaw, its officers, agents and employees, are released and discharged from any and all liability for loss, injury or damage to persons or property that may be sustained by the use or occupancy of the facility and its environs.

Warranties

Renter warrants that the event will be suitable for the audience in attendance and will not contain profanity, nudity, or adult themes and content. Renter agrees, represents and warrants that nothing contained in the program, performance, and exhibition or in any other way connected with Renter's activities under this agreement shall violate or infringe upon any copyright, patent, right of privacy or other statutory or common law right of any person, firm or corporation. Further, Renter warrants that all programs, performances, concerts, etc., to be performed under the "Application" involving works protected by statutory or common law copyrights or other proprietary law have been duly licensed or otherwise authorized by the owners of such works or legal representatives thereof. Renter further agrees to indemnify, defend and hold harmless The City of Warsaw, its officers, agents and employees, from any and all claims, fees, expenses or costs including legal fees asserted or incurred with regard to such warranty.

Misrepresentation of Event

Any misrepresentation as to the nature of the event, the number of attendees expected, contact or payment information, or any other falsification of permit documents will result in the immediate cancellation of the event and forfeiture of all fees paid, and may also result in denial of future permit requests and/or legal action.

Abusing Policies

The Director of Parks & Recreation reserves the right to refuse any group the privilege of using the Warsaw Amphitheater and other parks and recreation facilities due to abuse of the policies of the facility or the City. In addition, any group charged with an occurrence of abuse may be barred from making any further reservations and any future reservations may be cancelled in the sole discretion of the City.

Laws and Ordinances

Renter shall comply with all laws whether federal, state or local, including all ordinances of the City of Warsaw, and all its rules, regulations and requirements and those of the Police Department and Fire Department. Fire lanes must remain clear at all times. Any group using The Osage Amphitheater agrees to abide by and conform to all rules and regulations that may be adopted from time to time, including any and all alterations that might be imposed on the operational hours and use policies.

Business License/Taxes

Any individual or entity intending on selling tickets, concessions, souvenirs, or any other merchandise or services before, during or after the event must obtain a City of Warsaw business license. Renter will be responsible for collecting all applicable taxes, including federal, state and City taxes.

Advertising Event

Advertising/announcements or ticket sales shall not be made public prior to approval of the rental application by the Department of Parks and Recreation. Renter must receive prior approval to hang any banner or signage on Amphitheater or City property.

Tents

Tents, tables or other equipment are not permitted without prior approval from the Parks & Recreation Department. Rental of harbor pads (festival area) can be arranged in addition to the amphitheater. Additional fees are required.

Vehicles

Driving on Amphitheater grass is strictly prohibited to include utility vehicles. A plan for overflow parking, for events that attract more vehicles than the Harbor and Community Building Parking areas will accommodate, will be required.