

DRAKE HARBOR & AMPHITHEATER

RULES & REGULATIONS

Location:

Drake Harbor
Warsaw, MO 65355

Contact Information:

City of Warsaw
201 W. Main St.
Warsaw, MO 65355

660-438-5522

Fax: 660-438-7142

Business Hours: M-F 7:00AM - 3:30PM



The Osage Amphitheater sits on the east side of Drake Harbor with a beautiful lake setting behind the stage. The amphitheater, as well as areas of Drake Harbor, are available for public rental. The area serves as an outdoor venue for concerts, theater shows, festivals, private functions, weddings, and much more!

Users must provide own lighting and sound system.

RENTAL INFORMATION SUMMARY

Reservations:	Up to two years in advance. Minimum two-week notice. Full rental fee due at the time of reservation.
Rental Procedure:	<ul style="list-style-type: none"> • Rental Agreement • Sound Permit (if needed) • Park Special Use Permit (if needed)
Ticket Sales:	Revenue generating events are acceptable for an additional \$ to the rental agreement.
Concessions:	Unit must be fully contained and the renter must provide their own electric. No additional fees will be applied.
Cancellation:	NO REFUNDS! Event may be rescheduled within one year of the original event date.
Insurance:	Public Liability Insurance is required, naming the City of Warsaw as the certificate holder. <ul style="list-style-type: none"> • \$1,000,000.00 per single accident/occurrence. • \$2,000,000.00 with amusement devices.
<p><i>The above information is a summary ONLY.</i> Please refer to the Rules and Regulations for complete information.</p>	

RULES AND REGULATIONS

All renters must complete the **Drake Harbor/Amphitheater Rental Agreement** and submit it to the **City of Warsaw** with required attachments and fees. If the following special conditions apply, renter may be required to fill out a **Park Special Use Permit** or **Sound Amplification Permit** in addition to the **Drake Harbor/Amphitheater Rental Agreement**.

- Collection of fees (i.e. donations, admissions, concessions, merchandise, etc.)
- Temporary amusement structures (i.e. bounce house, dunking booth, etc.)
- Additional structures (i.e. tents, stages, booths, trailers, etc.)
- Animals other than service animals (i.e. show, display, rides, etc.)
- Burning of logs, charcoal, propane, or other fires outside of the designated picnic grills.
- Ascent or descent within a park, apparatus for aviation.
- Request to serve or sell alcohol.
- Using a generator as a power source.
- Plan to sell, distribute, or give away refreshments.
- Food service (i.e. food booths/vendors)

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. Portable toilets must be provided at renter's expense for any event with over 75 people.

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 must be turned in to the **City of Warsaw**. 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.
3. 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 **City of Warsaw**. Ticket sales shall not exceed the capacity of the amphitheater and shall be limited to 550. Any event collecting admission fees will be charged an additional \$50 for the rental.

Concession Sales

Concession sales are based upon the concession privileges granted by the City Clerk 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. 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 to the **City of Warsaw** 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 **City of Warsaw** 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 **City of Warsaw**. 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 **City of Warsaw**. 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.