CITY OF AUBURN HILLS KNIGHT AMPHITHEATER RENTAL INFORMATION

1. Renter shall be responsible for the protection of City of Auburn Hills property during the dates and times of this agreement, and shall exercise care to prevent damage to structures, lawns, trees, fences, walks, drives, roadways and other improvements in and adjacent to the areas covered in this agreement.

2. Renter shall maintain the City of Auburn Hills property and facilities in good condition, with reasonable wear expected. Any damage resulting from improper use by renter shall be repaired or replaced by the renter, at renter’s own cost, without additional cost to the City.

3. Renter shall use the facility for the purposes stated herein and shall not assign any of its rights to any third-party without written consent from the City.

4. Rentals for the upcoming calendar year are permitted beginning no more than one year prior to the event date.

5. All rentals shall include set up and take down time.

6. Stage size is 40’ wide in front, 20’ wide in back, and 17’ deep.

7. Full payment and $100 refundable damage deposit is due at the time of reservation. Damage deposits will be returned after rentals within 30 working days unless there is damage to city property and/or improvements, in which case the damage deposit may be applied for the repair/replacement costs. If a renter or their activity causes damage, the renter will be responsible for full repair/replacement costs.

8. No refunds to renter due to rain or unfavorable weather. The City of Auburn Hills will make an effort to reschedule if the rental schedule allows, but rescheduling is not guaranteed.

9. Cancellation Policy: This agreement may be cancelled by either party in writing. Rentals will be subject to the following cancellation schedule:
   a. 100% of rental fees paid, less $10 cancellation fee, with a 1-month notice
   b. 50% of rental fees paid, less $10 cancellation fee with a 2-4 week notice
   c. No refund with 2 weeks or less notice
d. Refunds will also include security deposit paid

10. Park Hours are 7:00 am – 5:00 pm or dusk, whichever is later. Rentals must conclude by dusk unless otherwise authorized by the city.

11. The terraced concrete seating in the amphitheater area seats approximately 250.

12. Rentals provide “limited” exclusive use of the amphitheater area only. The park shelter is a separate rental. The remainder of the park is open for public use. Expect the general public to be walking/visiting the park during rental times.

13. Pets must be leashed and all other park ordinances apply.

14. All supplies and equipment must be removed from premises prior to departure. Renter may not store belongings at the Amphitheater.

15. 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.

16. No glitter, rice, confetti or other tiny litter allowed.

17. 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 rental requests and/or legal action.

18. The Recreation Director reserves the right to refuse any group, person and/or other entity, the privilege of using the Knight Amphitheater and other parks and recreation facilities due to abuse of the policies of the facility or the City or any other reason at the Recreation Director’s sole discretion. In addition, any group, person and/or other entity 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.

19. Advertising/announcements shall not be made public prior to approval of the “Rental Agreement” by the Department of Parks and Recreation. Advertising or announcements, including all marketing materials and collateral and/or related items, must be pre-approved by the Department of Parks and Recreation. Renter must receive prior approval to hang any banner or signage on Amphitheater or City property.

20. There shall be no modification of city facilities and improvements, including electrical. Modifying the City’s electrical panels will result in a fine. Renter is responsible for any and all necessary repairs to the amphitheater electrical panels as a result of Renter’s modification. The following electric service is provided:
   - Four 110V, 20 Amp Circuits
   - One 220V, 50 Amp Circuit

21. Vehicles are not permitted off of public parking lot surfaces. Loading and Unloading can happen from the loading zone on Squirrel Court. Vehicles should return to a public parking area after loading and unloading.
22. Use of the Amphitheater is available for private parties, meetings, reunions, seminars, banquets, wedding ceremonies, wedding receptions, graduation open houses, theater performances, music performances, dance performances, entertainment, and other events deemed appropriate by the City of Auburn Hills.
   - Performances shall not include content that might be interpreted as: Condoning or soliciting unlawful conduct, defamatory, that are abusive, containing offensive sexual conduct and/or content or inciting violence.
   - Sound systems are monitored under the supervision of City of Auburn Hills staff to ensure appropriate levels/use. City noise ordinance applies.
   - Helium balloons, flowers, and other free standing or non-damaging decorations are permitted. No tape, adhesives, tacks, staples, or other damaging types of fasteners may be used. Staking in ground is prohibited.
   - Dry ice, candles, lanterns, pyrotechnics or anything involving fire or open flames are prohibited.
   - Charging admission or selling tickets to an event is prohibited.
   - Fundraising, including “passing the hat” is prohibited.

23. No fireworks, including sparklers, are permitted.

24. Alcoholic beverages, including beer, wine, and liquor are prohibited.

25. Catering or self-prepared food is permitted. Electric is available, sterno type heat is permissible.

26. On-site grilling is permitted as part of food service at a picnic/reception. All grills must be kept on hard surfaces and must not block access on trails and walkways. They must remain a safe distance from overhangs. The Amphitheater stage may not be used for food service, eating, or seating. Food trucks are allowed in the area as long as people are not being charged for the food – they must be catering food trucks provided by the renter. Food trucks must comply with the parking requirements set forth in section 22 herein. The renter must supply:
   a. The fire suppression plans and maintenance logs of any food service companies or food trucks.
   b. A copy of the food service license for any contracted food service companies or food trucks.

27. Renter shall be responsible for cleaning and maintaining the amphitheater and spectator areas by picking up and properly disposing of trash after each use.

28. If required by the City, at the City’s sole discretion, the renter shall provide the City with a certificate of insurance indicating coverage for general liability insurance and the City of Auburn Hills shall be named as an additional insured on the policy for 1M liability and/or other liability coverage amounts as required by the City at the City’s sole discretion. The policy must be received by the City no later than two weeks prior to the scheduled event or reservation will be cancelled.

29. If required by the City, the renter agrees to reimburse the City for its direct costs incurred as a result of the activity/event. Such costs shall include the direct cost to pay police officers or other necessary staff (to be determined by the City), for security, monitoring, traffic, parking, or crowd control. It is acknowledged that the City is the sole judge of the number of staff which may be required to be on duty for the activity/event.

30. Renter is responsible for providing responsible individuals to supervise all renter activities/events to insure compliance with the City of Auburn Hills Park ordinances and all other City ordinances. Renter has responsibility to maintain control over the conduct of participants and spectators while using facilities and must be a good neighbor to adjacent facilities/parking lots by leaving them free of debris following activities, and not blocking parking lots, sidewalks, or roadways at any time.

31. There is no parking allowed on Squirrel Court. This area must remain clear to allow emergency vehicles to access the park if needed. There is also no parking allowed in the private lot on Squirrel Court. Parking is allowed in public city lots, located throughout the downtown area.

32. In the event of inclement weather, the Director has the final authority on whether facilities are usable. If a scheduled event is canceled due to weather, field or other conditions, the renter may attempt to reschedule (based on availability).
Knight Amphitheater Request Form
City of Auburn Hills
1827 N. Squirrel Road · Auburn Hills, MI 48326
auburnhills.org

CONTACT INFORMATION
Name: ________________________________________________________ E-mail: ________________________________
Organization: ________________________________________________
Address: ____________________________________________________

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Main Phone: ______________________________ Alternate Phone: ______________________________

RESERVATION INFORMATION
Event Date: ______________ Day of Week: ______________ Start Time: ______________ End Time: ______________
Event Type/Description: __________________________________________ Number Attending: ______

Total Rental Days: _____ x $300/day (resident) OR _____ x $400/day (regular) = TOTAL RENTAL RATE $ __________

Full payment and $100 refundable damage deposit is due at the time of reservation.
Damage deposits will be returned after completed rentals within 30 business days.

SPECIAL USE AND INSURANCE REQUIREMENTS
The City of Auburn Hills may require additional insurance if you are planning an event with any of the following:

Circle One:
YES NO Amplified Music
YES NO Stage Lights
YES NO Event promoted to the public
YES NO Group/Nonprofit/Corporate Event
YES NO Entertainment

I have received a copy of the Knight Amphitheater rental information.

Initials Required on ONE
_____ My event will not include any of the activities listed above OR
_____ I will provide insurance for my event with the City of Auburn Hills named as an additional insured.

PROHIBITIONS
_____ I understand that the following are prohibited:

- Jump house/dunk tank/carnival games
- Staking of tents or shelters
- Charging entry fees or selling tickets
- Political events
- Fundraising
- Dry ice, pyrotechnics, fire, or open flames
- Alcohol Use or sales
- Any event without prior approval
- Food sales

AGREEMENT - SIGNATURE REQUIRED

______________________________ ______________________________
Signature Date

OFFICE USE ONLY

_____ Proof of Insurance (attach) _____ Refund Issued Date: __________________
Knight Amphitheater Request Form
City of Auburn Hills
1827 N. Squirrel Road · Auburn Hills, MI 48326
auburnhills.org

CITY OF AUBURN HILLS

HOLD HARMLESS AGREEMENT

As required for approval of the ____________________________

(Activity)

__________________________ herein after referred to as ____________________________

(Name of Individual/Company/Group) (Abbreviated Name Form)

agrees to release, indemnify, defend, and hold harmless The City of Auburn Hills, including all elected and appointed officials, all employees, representatives, and volunteers, all boards, commissions, and/or authorities, including but not limited to the Tax Increment Finance Authority, Brownfield Redevelopment Authority and the Downtown Development Authority, and their officers, employees, representatives and volunteers from any injuries, liability, damages, expenses, attorney’s fees, causes of action, suits, claims or judgments, costs, incurred and/or arising from the Contractor’s performing its work, jobs, duties and/or any other actions and/or omissions of the Contractor and/or its employees, representatives and/or agents pertaining to and/or in connection with the Activity.

In addition, ____________________________________ agrees to furnish an ACORD certificate of insurance

(Abbreviated Name Form)

as required by the City of Auburn Hills with the description of the ACORD form to read as follows: It is understood and agreed that the following shall be additional insured: The City of Auburn Hills, including all elected and appointed officials, all employees, representatives and volunteers, all boards, commissions, and/or authorities, including but not limited to the Tax Increment Finance Authority, Brownfield Redevelopment Authority and the Downtown Development Authority, and their officers, employees, representatives and volunteers. The coverage shall be primary to the additional insured and not contributing with any other insurance or similar protection available to the additional insured. This shall not apply to the contractor’s required worker’s compensation/employer’s liability.

Name of Individual/Company/Group

Witnesses

__________________________

By ____________________________

Dated ____________________________