



TOWN OF SHELBURNE – STAGE RENTAL CONTRACT

PLEASE PRINT CLEARLY AND COMPLETE ALL SECTIONS

Mobile Stage: Use & Policy Procedures

Standard Features: A diagram of the mobile stage is attached and provides the exact dimensions of the stage. The stage is equipped with outlets which receive power from a 220V plug at the rear of the stage.

Sponsor Signage: The sponsor signage attached to the stage must not be blocked in anyway. If additional signage is to be hung from the stage during the rental, it may only be hung on the front lower panels of the stage.

Electric Power: Securing a power source is the responsibility of the licensee. Licensees may also rent generators locally at tool rental supply companies and need to provide proof of adequate size generator to the Town if renting. A power source is not required if the power on the stage is not going to be utilized.

Security Deposit: The security deposit of \$250 may be used by the Town as payment or partial payment for the following:

- a) any damage done to the mobile stage arising directly or indirectly out of the assembly, use, disassembly or towing of the mobile stage by or on behalf of the licensee
- b) cleaning of the mobile stage at an hourly rate of \$30 per hour in the event that it is not returned to the Town in the same state of cleanliness that it was in at the commencement of the Term; or
- c) any other reasonable reason deemed by the Town of Shelburne

The total amount of the security deposit to be returned to the Licensee shall be determined by the Town of Shelburne. Where the Licensee cancels this agreement less than 20 days prior to the commencement of the Term, a minimum of \$100.00 of the security deposit may be retained by the Town. The Town reserves the right, in such circumstances, to treat the entire security deposit or any portion thereof as non-refundable.

Insurance: The licensee shall provide to the Town within ten days of receiving confirmation of this booking a certificate of insurance, in a form satisfactory to the Town, confirming that the licensee maintains in force and effect a comprehensive general liability insurance policy with a minimum limit of \$2,000,000 (two million dollars) per occurrence and that the policy names the Town of Shelburne as an additional insured. Insurance is required for the following: Injury to any one person; Injuries arising out of any single accident or occurrence; Property damage.

The Town of Shelburne, its agents, officers and employees are **to be named as additional insured** under this policy and this insurance coverage shall be primarily over any other insurance of self-insurance in force. These terms are strictly enforced. The mobile stage will not be released for use unless these requirements are met and on file with the Town of Shelburne twenty (20) days prior to use.

Rental Arrangements: A **Stage Rental Application** must be submitted with the application fee and deposit to reserve the stage. The completed form must be received twenty (20) days in advance of the event date. For additional information, call (519) 925-2600. The mobile stage is rented on a first-come/first-serve basis, with the Town of Shelburne events having first priority. Reservations may be made up to one calendar year in advance. The mobile stage is for rent within Greater Dufferin. Reservations are confirmed upon the receipt of the \$250 cleaning/security deposit. The security deposit will be refunded if the mobile stage is clean and in the same working condition as received by the licensee.

Cancellation: The Town of Shelburne reserves the right to cancel this agreement without any notice and, if necessary, retrieve the mobile stage at the expense of the licensee in the event that the licensee or any of its members, agents, employees or invitees or any other person associated with the assembly, use, disassembly or towing of the mobile stage contravene any of the terms or conditions of this agreement.

Set-up and Take-down: Town of Shelburne employees will be responsible for setting up the mobile stage, attaching the extension sections, stairs and signage. After the event, the Town staff will take down the stage and accessories. The Town staff will retrieve the stage at the time specified by the licensee. The licensee will be billed for any excess time, caused by a delay, in the agreed take down-time and closing of the mobile stage. The organization using the mobile stage cannot assist the Town employees in setting-up or taking-down the accessories. If the mobile stage remains overnight, an enclosed and/or fenced area or a security person shall be provided to protect the mobile stage from damage as approved prior to the event by the Town.

Note: A Security plan must be provided if the stage is rented overnight

Please note that due to overall length and height of the mobile stage and truck, careful consideration must be given to the access route and location of your event. The licensee must provide a map or sketch of where the mobile stage will be set-up. In case of last minute changes or emergencies, please call (519) 925-2600 from 8:30 a.m. to 4:30 p.m., Monday through Friday. In addition to this form, application must possess a Special Event Permit for the same date, a copy of the liability insurance for the event, and time and location of stage set-up. This permit may be obtained at the Town of Shelburne Municipal Offices.

Additional Terms & Conditions:

1. The Term of this agreement commences at the time the Mobile Stage is removed from the Town's property or is delivered by the Town employee(s) by or to the Licensee and shall terminate at the time it is returned to the Town's property (or at the next rental site).
2. The rental fee is applied to the amount of time the Mobile Stage is rented. The stage is rented out at a daily rental fee rate schedule.
3. The Licensee shall be responsible for any additional charges invoiced to the Town, or lost revenues to the Town, arising directly or indirectly from the actions or omissions of the Licensee, its members, agents, employees, invitees or any other person associated with the assembly, use or disassembly of the Mobile Stage.
4. The Licensee shall comply with all applicable laws as well as with the directions provided by the Town to the Licensee for the assembly, use and disassembly of the Mobile Stage.
5. The Licensee shall not make, cause or permit to be made any changes or alterations to the Mobile Stage, unless specific permission is given by the Town's representative for such changes.
6. The Licensee must have signing authority to bind the Organization into the rental agreement.
7. (1) The Licensee, at the termination of the term of this agreement, shall remove any and all of its property from the Mobile Stage, as well as property of its members, agents, employees, invitees or any other person associated with the assembly, use or disassembly of the Mobile Stage.
(2) Any property referred to in (1) above that is not removed from the Mobile Stage shall become the property of the Town and the Town may dispose of it as the Town deems fit, 30 days after the termination of this Agreement.
8. The Licensee agrees to assume full liability, financial and otherwise, for any damage or loss to the Mobile Stage, or personal injury or death arising as a result of the negligence or intentional mistreatment of the Mobile Stage by its members, agents, employees, invitees or any other person associated with the assembly, use, disassembly or towing of the Mobile Stage.
9. The Licensee agrees to release, waive and forever discharge the Town, its officers, employees, servants and agents from any and all fines, penalties, losses, damages, claims, demands, actions and causes of action, arising directly or indirectly in any matter whatsoever in connection with the assembly, use, disassembly or towing of the Mobile Stage and shall pay all costs and expenses of such claim and litigation.
10. The Licensee agrees to protect, hold harmless and indemnify the Town, its officers, employees, servants and agents against all fines, penalties, losses, damages, claims, demands, actions and causes of action arising directly or indirectly in any matter whatsoever in connection with the assembly, use, disassembly or towing of the Mobile Stage and shall pay all costs and expenses of such claim and litigation.
11. The Town reserves the right to refuse to further rent the Mobile Stage to the Licensee for any reason.
12. The Licensee shall not assign or transfer this agreement.
13. The obligations of the Licensee under this Agreement, which accrue during the Term of the Agreement, shall survive the termination of this agreement.
14. This Agreement constitutes the entire agreement between parties and the terms and conditions of this Agreement shall prevail and supersede all previous negotiations, communications and other agreements whether written or oral between the parties.
15. Effective January 1, 2016 payments are due within 30 days, past due accounts will be subjected to 1.25% interest charge on a monthly basis.

Liability Waiver: I hereby certify that I shall be responsible for my organization for damage sustained or cost incurred by the Town of Shelburne because of my or my organization's use of the mobile stage. I have read and received the Mobile Stage Use & Policy Procedures, Terms & Conditions and Rental Application, of the Town of Shelburne and agree to abide by them.

I also agree to defend, indemnify, and hold harmless the Town of Shelburne and its employees; from any claim damage, lawsuit, liability, cost or expense that may arise during or be caused, in any way, by such use of the Town of Shelburne mobile stage.

Signed: _____ Date: _____
(Signature of Applicant)

Organization: _____ Contact Name: _____

Signed: _____ Date: _____
(Signature of Town Staff)

FOR OFFICE USE ONLY - DO NOT WRITE BELOW

Security Deposit

Amount Paid: _____

Cheque #: _____

Date Received: _____

Rental Fee

Amount Paid: _____

Cheque #: _____

Date Received: _____

Documents:

- Stage Rental Application
- Stage Rental Contract
- Park Permit – Copy Attached
- Special Event Permit – Copy Attached
- Insurance – Copy Attached
- Delivery scheduled with Works Department

Comments: _____

Deposit Refund: Amount: _____ Approved By: _____

Fee Schedule

Regular	A _____	B _____	C _____
Overtime	A _____	B _____	C _____

Cc:

- Works Staff Date: _____
- Stage Set-up Crew Date: _____
- File Date: _____