

**Portland Parks Department**

*This is a reservation request. You will be notified if this request is denied. Reservations require at least 10 days lead time.*

**303 Portland Blvd**

**615-325-6464**

**615-323-0264 (weather hotline)**

**Portland, TN 37148**

**www.cityofportlandtn.gov**

**Amphitheater**

Full Access (stage and all indoor facilities)      \$100 daily      +      \$500 refundable deposit

Type of activity (describe) \_\_\_\_\_  
\_\_\_\_\_

Will any fees be charged or collected for this activity?       YES       NO

If YES, you must estimate:      Total # of participants \_\_\_\_\_      Total fees to be collected \$ \_\_\_\_\_

*Some events may require an additional deposit or expense, to be determined by the Portland Parks Department prior to the date of the reservation. All fees and deposits are due with the reservation request or upon request.*

**Parks Department / Additional Fees or Deposits**      \$ \_\_\_\_\_  
**Revision (original date \_\_\_/\_\_\_)**      \$ **25**

Name \_\_\_\_\_

Address \_\_\_\_\_

City State Zip \_\_\_\_\_

Phone      H \_\_\_\_\_      W \_\_\_\_\_      Cell \_\_\_\_\_      Fax \_\_\_\_\_

Email \_\_\_\_\_

Date Requested      \_\_\_ / \_\_\_ / \_\_\_      *Facility can be reserved up to 12 months in advance.*

Time Requested      Start \_\_\_:\_\_\_      End \_\_\_:\_\_\_      Estimated number of people attending \_\_\_\_\_

**Event / Facility Preparation**

The Parks Department will normally not have manpower, equipment or resources available to prepare for or to help manage your event. The event is your sole responsibility, including but not limited to all preparation, planning, management, administration, setup, teardown and cleanup, and including crowd control, security, concessions, portable restroom facilities, parking, and adhering to all local ordinances.

**Stage Lighting / Stage Fixtures**

All ground stacking (lights & sound) is acceptable. Any rigging (lights & sound using points / hanging fixtures at front of stage) may only be temporarily installed by a professional and insured vendor. The Parks Department must approve all vendors and rigging in advance.

**Certificate of Insurance**

Parks Department to complete this part of the form. Most activities will require the user to obtain a certificate of insurance (liability) naming the City of Portland as additional insured. If insurance is required for your event, this will be reflected in this section. The certificate must be received by the Portland Parks Department at least 2 weeks prior to your reservation. Reservation will be cancelled without required insurance.

Insurance Required     Insurance Not Required

*User must sign the back page of this form*

**Background Checks:** USER agrees that any personal criminal record of any party in contact with the public and involved with this reservation is subject to full disclosure to the CITY and review by the CITY as part of this application request. This review may include a background check. A criminal record is not automatic grounds for denial and cancellation. However, USER failure to notify the CITY of a pertinent criminal record may result in the denial and cancellation of the reservation application.

**Restricted Activities:** For-profit businesses and organizations may not use the facility for normal business purposes, nor can individuals use the facility for personal yard-sales, etc. It is the responsibility of all users to adhere to all rules and regulations of the City of Portland Municipal Code and all Code of Ordinances, including but not limited to restrictions governing the use of fireworks, vending and selling (permit required with City of Portland), alcohol, and disturbing the peace. Proof of any required permits must be presented to Parks Department at time of reservation.

**Permit:** Your permit authorizes your reservation. You may not "bump" another user without the permit in hand. Contact the Portland Parks Department (325-6464) during normal business hours (M-F, 8:00-4:30) for assistance in enforcing your permit. Contact the Portland Police Department (325-3434) for assistance outside of normal business hours.

**Tables and Chairs:** The Parks Dept does not have additional tables or chairs available for rental or for use outside the facility. The USER is responsible for providing any tables and chairs required outside the facility. All tables and chairs inside the facility are intended for indoor use, and are not to be removed from inside the facility.

**Rain:** It is the responsibility of the USER to contact the Parks Dept for facility closings due to weather. There are no refunds for rain or any other weather condition. This facility is typically rented "rain or shine".

**Cancellation and Refund:** The Parks Department will process a refund if the event is cancelled with a minimum of 1 week advance written notice. An administrative fee of 33% (not to exceed \$25) will be retained by the City of Portland for all refunds. No refunds on any cancellation with less than 7 days notice.

**Revisions:** Any USER requested revision to the reservation (date and/or time changes) incurs a \$25 administrative fee and a new reservation form. A minimum of 72 hours notice is required for any revisions.

**Terms:** The undersigned (USER) agrees that it and all users (USER) of said facilities will abide by all rules and regulations. USER shall so conduct its activities upon the premises so as not to endanger any person lawfully thereon, and shall indemnify, save and hold harmless the City of Portland, the Portland Parks Department and all of their officers, agents and employees (CITY) from any and all claims for losses, injuries, damages and liabilities to persons to property, however caused, while said premises are under the control of USER. USER hereby assumes full responsibility for the character acts, and conduct of all persons admitted to the premises by consent of the USER, or its officers, employees, agents, members or representatives. USER will report all injuries in writing within 24 hours.

USER will reimburse the CITY for any costs, expenses or fees incurred in any litigation or negotiations prior to litigation, to which the CITY may be a party or be involved, caused by the acts of the USER or due to the accidents or occurrences against liability for which the USER hereby agreed to indemnify the CITY. All returned checks will incur a \$20 fee.

USER agrees that if said premises or the building, property, equipment or furnishings thereon, are damaged during the term of this agreement (or in preparation for or cleanup after the event), by the act, default or negligence of USER or any person admitted to said facility by the USER, the USER shall pay to the CITY upon demand such sum as shall be necessary to restore said facility to the condition that it was in at the commencement of this agreement, and to replace and to repair any equipment, property, facilities, or furnishings so damaged.

USER agrees to leave such facility in a clean and orderly condition and agrees to pay the CITY upon demand such sum as shall be necessary to restore such facility to a clean and orderly condition.

It is understood that the CITY reserves the right to cancel this agreement for any default by USER, or to cancel or reschedule this agreement with just cause.

USER agrees to all terms and conditions of this facility reservation agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Parks Department Authorization** \_\_\_\_\_

**Paid \$** \_\_\_\_\_  **Cash**  **Check #** \_\_\_\_\_ **Date** \_\_\_\_\_

**Cert of Insurance Recvd Date** \_\_\_\_\_ **Permits Recvd Date** \_\_\_\_\_