



DALE  
COUNTY  
PERFORMING  
ARTS  
COUNCIL

## OZARK AMPITHEATER - Request For Facility Use

Updated 3/14/22

**Date(s) and Time(s)\* of Requested Use** \* *include setup and cleanup time*

EVENT: \_\_\_\_\_ am/pm until \_\_\_\_\_ am/pm

REHEARSAL(s): \_\_\_\_\_ am/pm until \_\_\_\_\_ am/pm

\_\_\_\_\_ am/pm until \_\_\_\_\_ am/pm

Purpose of Requested Use: \_\_\_\_\_

Contact Person of Group \_\_\_\_\_ Phone: \_\_\_\_\_

*Must be 21 years of age or older and possess a valid driver's license*

### Please check all that you are requesting

**General event use**

*Facility is rented in 1 hour blocks not to exceed 10:00 p.m. / additional hours \$50 ea. Time begins once the facility operator arrives and opens up the facility for use until the event is closed and doors are locked, not just length of time of event.*

\_\_\_\_\_ Hourly Facility Use \$25 per hour

**Additional charges**

\_\_\_\_\_ Light/Sound System Operator \$15 per hour (time is calculated from operator arrival until departure - paid directly to operator)

\*\*\*\*\*A deposit in the amount of total amount of rental is required to secure the rental\*\*\*\*\*

**FOR OFFICE USE ONLY:**

\_\_\_\_\_ Date \_\_\_\_\_

Signature of Applicant

\_\_\_\_\_ Date \_\_\_\_\_

Authorized DCPAC Representative

Facility Use Fees: \_\_\_\_\_

Other Charges: \_\_\_\_\_

**Total Amount of Rental:** \_\_\_\_\_

Deposit: \_\_\_\_\_ Date \_\_\_\_\_

**Balance:** \_\_\_\_\_

Payment: \_\_\_\_\_ Date \_\_\_\_\_

**Balance:** \_\_\_\_\_

**Proof of Insurance YES NO**

## **HOLD HARMLESS AGREEMENT/WAIVER OF CLAIM**

In consideration of accepting this request, I waive and release any and all rights and claims for damages I may have against the Dale County Performing Arts Council and its representatives or assignees hereinafter referred to collectively as "DCPAC" for any and all injuries and loss of property suffered by me or my group while using the requested facility unless such injury is caused by the active negligence of the DCPAC or its employees or agents. The undersigned does further agree to indemnify and hold harmless the "DCPAC" from all damages, losses, lawsuits and expenses of any kind and nature including attorney's fees which arrive out of the use of the leased premises during the leased period.

### **CONDITIONS FOR USE**

1. When an event is attended by minors, the sponsoring organization shall provide competent adult supervision (one adult per ten minors). DCPAC Staff are building supervisors and shall not be called upon to supervise activities or groups.
2. Applicants shall supply special supervision if determined necessary by DCPAC.
3. **Smoking and smokeless tobacco is prohibited at the Ozark Amphitheater.**
4. **Illegal or illicit drugs are not permitted in/on DCPAC facilities or properties. All vehicles on DCPAC properties are subject to drug searches.**
5. **No alcoholic beverages of any kind are permitted in/on DCPAC facilities or properties unless a special permit has been obtained and approved by both the City of Ozark and DCPAC, in advance.**
6. Installation of equipment, alteration of existing building or facilities, use of materials that affect the condition of floors, walls or other building parts may not be undertaken without specific approval from the DCPAC Board of Directors.
7. No scenery may be screwed to the stage floor/walls.
8. No use of Duct tape on the stage, Gaff tape is the only tape permitted.
9. Groups or organizations using the facilities shall assume all responsibility for taxes or other fees in connection with their programs unless prior arrangements have been made with the DCPAC.
10. Rental Time: Your rental time will start when you first enter the facility. Your rental time will end when you and the operator last exit the building. Your time during the rental period can NOT be broken up into smaller sections within the three hour block.
11. Equipment and supplies located in the facility are property of the DCPAC/City of Ozark. No DCPAC/City property will be loaned or permitted to be removed from the premises under any condition.
12. Persons renting the facility will be held responsible for any damage done to the building, inside and outside, and/or its furnishings. Damage to the facility or equipment must be repaired or replaced to the satisfaction of the DCPAC within a reasonable period of time after such damage occurs. If the police respond to a facility for misconduct, everyone attending will be required to vacate the premises.
13. Any special equipment or facilities arrangements shall be made at the time the rental agreement is issued. Extra compensation shall be paid to cover costs incurred by DCPAC.
14. All Fire and safety regulations shall be observed.
15. No rice, birdseed, confetti, glitters or like material will be allowed inside or outside of the facility without prior approval of DCPAC Staff.
16. Tacks, pins, nails or any kind of adhesives may **not** be used on the floors, walls, ceilings or doors without DCPAC prior approval.
17. ONLY DCPAC personnel are allowed in the sound/light booth.

18. Light and sound instruments will be adjusted by DCPAC personnel ONLY. If any special lighting is required for an event, a lighting plot must be provided two (2) weeks prior to the required event.
19. Chairs, tables, music stands, etc. located at Amphitheater are NOT included in auditorium rentals. Renters are expected to provide their own tables and chairs for ticket taking and hospitality functions.
20. **CLEANING:** The renter is responsible for sweeping and mopping up spills from stage and open areas during and after the event; wiping down all tables used with a water/cleaner solution; all garbage, trash and debris on the grounds must be bagged and taken to the dumpster; after use, brooms, mops and buckets must be returned; all decorations, food, drinks and personal belongings must be removed at the close of a function.
21. Restroom use will only be available if a DCPAC representative is on site for the event. The fee for DCPAC representative is \$15.00 per hour (paid directly to the representative) for the time the representative is at the facility. Note that if light/sound operator is requested for an event, this operator will also supervise the restrooms and an additional fee will not be incurred.
22. **A cleaning fee of \$35.00 per hour will be billed to the renter if the area is not left in the manner it was found.**
23. **Rental fees shall be determined in advance and agreements are not transferable. A 10% handling fee (of total bill) will be charged for any cancellation. However, no refund will be given if cancellation is made within the 14 days prior to rental.**
24. **All additional fees incurred in addition to the contract amount paid, will be invoiced immediately upon occurrence of the additional charge or at the conclusion of event and are due within 30 days of the date of invoice.**
25. **DCPAC reserves the right to inspect and control all functions.**
26. **Requesting party agrees to abide by all policies and procedures of DCPAC, to include COVID related policies and procedures.**
27. **Violation of these rules and regulations shall restrict future facility use agreement.**

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DATE

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SIGNATURE OF REQUESTING PARTY - Must be at least 21 years of age

**EVENT PLAN**

Number of audience members expected each day of event: \_\_\_\_\_

**Event Technical needs**

(Please be as specific as possible when describing the Technical Needs for your event. This information will be used to determine usage and number of Student Technicians. )

**Lighting:** Please describe your lighting needs. (Ex. Basic house lighting? Stage lighting? One look? Or several scenes? Follow spot operation?)

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**Sound**

Please describe your sound needs. (Ex. Number of wireless handheld? Number of wireless body mics? Floor/ area mics? Cd player? Laptop?)

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**Video Projection** Please describe your video needs. (Ex. To be controlled by presenter on stage? To be controlled by Technician in booth?)*Note: Computer and files MUST be provided by RENTER*

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Note - not all requests may be facilitated by DCPAC, due to limited equipment at the facility. Should a request not be facilitated, that determination should be at the time the contract is entered into.

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Technicians needed: \_\_\_\_\_ (to be determined by DCPAC prior to event)

- Lighting console
- Lighting setup
- Sound console
- Sound setup
- Projector Setup
- Projector Operation

*Additional stage management or stage crew to be determined between renter and DCPAC. Costs incurred will be the responsibility of the renter.*