

MOBILE STAGE USER AGREEMENT

This agreement is made and entered into this _____ day of _____ between the City of Gainesville, Florida ("CITY") and _____ ("USER") for the use of one MSM3600 ShowMaster Mobile Sound Shell ("Equipment").

Applicant/Organization (User) _____ Event Date _____ Time _____

Primary Contact Person _____

Address: _____ City: _____ State: _____ Zip: _____

Business Phone: _____ Emergency Phone: _____ Email: _____

Delivery Location/Address: _____ (Attach map or directions)

Delivery Date and Time _____ Pickup Date and Time _____

Name of Event: _____

Type and Purpose of Event: _____

Is this for a Non-Profit Organization? Yes No If yes, please provide Tax Exempt Number: _____

Equipment		Quantity	Amount
Stage Rental	Local Non-Profit/City of Gainesville	\$750.00/ Day	_____
	Other Government Agency	\$800.00/Day	_____
	Profit	\$850.00/ Day	_____
	Tax 6.0%		_____
Delivery/Set-up and Staff Fees		\$35.00/ hr. 4 hr. minimum	_____
Mileage (to and from event site)		\$0.575	_____
Security Deposit		\$250.00 Refundable	_____
Total Cost (not including generator rental and fuel)			_____

FEES AND PAYMENTS. USER shall pay to CITY the above rental fees, associated fees and charges, less the Reservation Deposit, and the full amount of the Security Deposit no less than fourteen (14) days prior to the delivery date. All sums due and payable to the CITY under this Agreement shall be paid in U.S. funds by cash; money order; cashier's check; personal or business checks if remitted at least fourteen (14) days prior to the event; or as otherwise approved by the CITY. The Rental Fee includes all applicable sales taxes. CITY is not obligated to pay interest on any deposit or fee called for by this Agreement. USERS claiming non-profit or tax exempt status are required to provide proof of nonprofit status and/or State tax exempt (DR-14) at time of payment.

STAFFING AND STAFF FEES. All rentals of the Equipment shall require the staffing of at least two (2) persons, at least one of which shall be a CITY staff member (the other may at USER's option be provided by the USER), for purposes of setting up, overseeing, and closing up and preparing the Equipment to be returned. Staff fees shall be \$35.00 per hour, with a 4 hour minimum, for each CITY staff member required (minimum of 1, and no more than 2). To the extent that USER provides staffing assistance for setting up and closing up the Equipment, such personnel of USER shall not be considered agents of the CITY.

GENERATOR RENTAL AND FUEL. If USER chooses to use the built-in generator, there is an additional rental charge of \$10 per hour of usage plus sales tax, and a charge for fuel to refill the fuel tank to full, which charges will be deducted from the Security Deposit. USER shall not refill the fuel tank; filling the fuel tank will be done only by CITY staff.

SECURITY DEPOSIT. USER shall pay to the CITY a Security Deposit in the amount of Two Hundred Fifty Dollars (\$250.00) together with the above rental fees and associated fees and charges. After conclusion of the event and pickup of the Equipment, the Security Deposit shall be refunded to USER provided the CITY determines that the Equipment has not been damaged and does not require an inordinate level of cleaning. The CITY will deduct from the Security Deposit all such costs incurred by the CITY to repair, restore and/or clean the Equipment, and generator rental and fuel costs. Any amounts incurred by the CITY beyond the \$250.00 shall be billed to USER at the above address, who hereby agrees to reimburse the CITY for such costs within thirty (30) days of receipt of an invoice. Unpaid, undisputed balances are subject to a finance charge of one and one half percent (1.5%) per month. USER shall be held responsible for all expenses incurred to collect delinquent amounts, including attorney's fees and costs.

NON-REFUNDABLE RESERVATION FEE. To reserve the Equipment, USER shall pay to CITY a non-refundable Reservation Fee in the amount of Two Hundred Fifty Dollars (\$250.00), which is separate from the Security Deposit, at the time USER signs this Agreement. The Reservation Fee shall be applied to the Rental Fee at the time USER pays the Rental Fee.

INSURANCE (Commercial General Liability). USER shall deliver to the CITY a valid certificate of insurance, no later than 14 days prior to the delivery date, as evidence the following insurance has been procured. The City of Gainesville shall be named as an additional insured for liability and as a loss payee for property insurance. USER shall maintain commercial general liability insurance to include:

1. Premises / operations, products/ completed operation (including XCU hazards) and personal and advertising injury for limits of not less than \$1,000,000.00 per occurrence, 2,000,000 in the aggregate.
2. In the description area of the insurance certificate include the place, date, and time of the event.

RESERVATION. EQUIPMENT is not considered fully reserved until payment of the above rental fees, associated fees and charges listed in the above table, and the full amount of the Security Deposit and Reservation Deposit, and a Certificate of Insurance naming City of Gainesville as an Additional Insured, have been submitted together and received at least 14 days prior to the delivery date.

CANCELLATION AND REFUNDS. Subject to the provision for inclement weather, below, USER shall receive the following refund for cancellation:

- a. At least 5 business days' notice prior to event - 100% of all money paid except for Reservation Deposit.
- b. If less than 5 business days' notice prior to event - No refund.

If the cancellation is due to inclement weather, a full refund will be provided if no delivery of the stage has occurred. If delivery occurred, the USER will be responsible for payment of the delivery, set-up, staff fees, and mileage. At its sole discretion, the CITY may allow the rental to be rescheduled if no delivery of the stage occurred.

CONDITION, USE, CARE AND SURRENDER OF EQUIPMENT. USER states that it has inspected the Equipment, that the Equipment is adequate and in proper condition for the uses contemplated herein, and that USER accepts the Equipment "AS-IS" with all defects, latent and patent, if any. USER agrees that verbal and/or written instructions on how to use Equipment are understandable and clear, and are the proper and safe manner of which to use the Equipment. USER shall use the Rental Equipment only at the address designated above and only for the purpose stated herein, and shall surrender the Equipment to the CITY at the end of the term of this Agreement in the same condition as the USER received the Equipment, ordinary use and wear thereof only excepted.

1. USER shall not (1) alter or cause or permit anything to be done whereby the Equipment shall be in any manner injured, marred or defaced; (2) install or apply nails hooks, tacks, screws, staples, glue, adhesives, fastening to any part of the Equipment; or (3) make or attach fixtures or additions of any kind to the Equipment unless approved in writing by the CITY's Parks, Recreation & Cultural Affairs Director or designee. USER shall be responsible for removing trash from the Equipment at the end of the event, and leaving the Equipment in a reasonably clean condition.

2. USER shall not put up or operate any engine or motor or machinery on the Equipment or use oil, candles, burning fluids, camphene, kerosene, naphtha, gasoline, gasses, or other highly flammable or explosive materials for mechanical or other purpose, other than approved use of the built-in generator or as approved in writing by the CITY's Parks, Recreation & Cultural Affairs Director or designee.
1. USER shall not haul or move the stage. The stage shall only be set up, closed up, moved, or transported by and with the on-site presence of CITY staff.
2. If the Equipment shall be damaged beyond reasonable wear and tear, or shall require an inordinate level of cleaning, by the act, default or negligence of any person or entity other than the CITY and its employees and agents, USER shall pay to the CITY upon demand such reasonable sum as shall be necessary to restore said Equipment to its prior condition. Such sums shall be deducted from the Security Deposit if available.
3. USER shall be liable for additional daily rental fees and costs, and any claim and/or damage for failure to surrender the Equipment at the end of the rental term.
4. CITY reserves the right to remove from the Equipment all effects remaining on it at the end of the term of this Agreement, and to store or dispose of the same, at the sole expense of USER and without any liability on the part of the CITY. The CITY is not responsible for any lost items, items forgotten, or left behind.
5. Any such charges as described above in this paragraph will be due and payable within 5 business days of return of the Equipment and shall be deducted from the Security Deposit if available.
6. Handrails and Guardrails: It is recommended that handrails and guardrails are used for stages and stairs. If USER has opted out of the use of handrails or guardrails around the stage and stairs, USER agrees to assume full liability.

RESPONSIBILITY FOR EQUIPMENT. During the time the Equipment is in the possession of USER and not in possession of CITY, USER is held responsible for the Equipment. If the Equipment is lost or stolen under any circumstances while rented, regardless of fault or cause, USER agrees as an insurer to pay the fair market value and all costs of replacing the Equipment. If the Equipment is damaged under any circumstances while rented, regardless of fault or cause other than by wrongful or negligent act of the CITY and its employees and agents, USER shall be responsible and hereby agrees to pay all charges including labor costs to repair the Equipment. It is also understood and agreed that USER shall be responsible for the full rental rate for a period of thirty (30) days from the day of reporting the theft, loss, or total damage, or until CITY is compensated for the loss of the goods, whichever date shall first occur. USER shall furnish to CITY a police report demonstrating that the loss, theft, or total damage of the goods have been reported to the appropriate police agency. USER agrees to report any accident, loss of or damage to the rental equipment to CITY in writing immediately and not later than 24 hours after such accident, loss, or damage.

LICENSES, PERMITS, TAXES, AND REGULATIONS. USER shall obtain at its own expense and comply with any licenses or permits required by law for USER's event and use of the Equipment. Events may require a Special Event Permit (contact GPD at 352-393-7527) and compliance with copyright or trademark laws regarding musical compositions and recordings. USER is responsible for the payment of all taxes, fees and charges required by any legal authority associated with USER's event or use of the Equipment. USER shall comply with all applicable federal, state and local laws.

INDEMNIFICATION. USER shall indemnify the CITY, its officials, employees, and agents, and hold it harmless from suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage arising from or relating to the use of the Equipment or event premises by USER or its employees, servants, agents, contractors, subcontractors, exhibitors, members, patrons, guests, or invitees. USER shall defend any such suit or suits at the sole cost of USER and in the event of final judgment being obtained against CITY, either independently or jointly with User then User will pay such judgment immediately, with all interest and costs thereon, and shall hold CITY harmless therefrom. USER will indemnify and hold CITY, its officers, agents and employees harmless from all liability, costs and claims, losses and/or damages, court costs and attorneys' fees, with respect to copyright or trademark rights in regard to musical performed or played on or through the Equipment at the event.

SOVEREIGN IMMUNITY. Nothing in this Agreement shall be interpreted as a waiver of the CITY's sovereign immunity as granted under Section 768.28, Florida Statutes.

COLLECTION COSTS; ATTORNEY’S FEES. USER agrees to pay attorney fees, collection fees, court costs, and any other expenses incurred in collecting any charges under this Agreement, in retaking the Equipment or otherwise in enforcing the terms of this Agreement.

WAIVER OF BREACH. Any failure or neglect by the CITY to assert or enforce any rights or remedies after any breach or default by Licensee shall not prejudice the CITY’s rights or remedies with regard to any existing or subsequent breaches or defaults.

DISCRIMINATION. No person or persons shall be excluded from participation in events involving the Equipment or be discriminated against because of race, color, gender, age, religion, national origin, marital status, disability, sexual orientation, or gender identity.

ASSIGNMENT. This Agreement shall not be assigned by USER unless prior written approval is granted by the CITY.

ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

MODIFICATION OF AGREEMENT. Any modification of this Agreement shall be binding only if evidenced in a writing signed by the parties.

SEVERABILITY. If any section, sentence, clause or phrase of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of the Agreement.

APPLICABLE LAW AND VENUE. This Agreement shall be governed by the laws of the State of Florida, except for its conflict of laws provisions. In the event of any legal action under this Agreement, venue shall be only in the Eighth Judicial Circuit in Alachua County, Florida.

THE UNDERSIGNED HEREBY REPRESENTS TO CITY THAT THEY ARE OF LEGAL AGE AND CAPACITY TO ENTER INTO THIS AGREEMENT, AND ARE THE AUTHORIZED AGENT OF THE NAMED ORGANIZATION. THE UNDERSIGNED HEREBY ACKNOWLEDGES THAT THEY HAVE READ THE ABOVE AGREEMENT AND THAT USER AGREES TO ABIDE BY THE TERMS OF THIS AGREEMENT.

User Signature: _____ Date: _____

Print Name of User: _____

City Signature: _____ Date: _____

Parks, Recreation and Cultural Affairs Director or Designee

Gainesville.
Citizen centered
People empowered

City of Gainesville
Parks, Recreation & Cultural Affairs Department
PO Box 490, Station 30
Gainesville, FL 32627-0490
Phone: 352-393-8746 Fax: 352-334-2314

Note: This approved contract must be in the user’s possession during use of the Equipment.