



# NORTHSIDE HOSPITAL CHEROKEE

## AMPHITHEATER

THE PARK AT CITY CENTER

CPM #900-0011

Approved 5/14/2018

Woodstock, GA



### Amphitheater Location:

101 Arnold Mill Road  
Woodstock, Georgia 30188

### Administrative Offices:

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## AMPHITHEATER

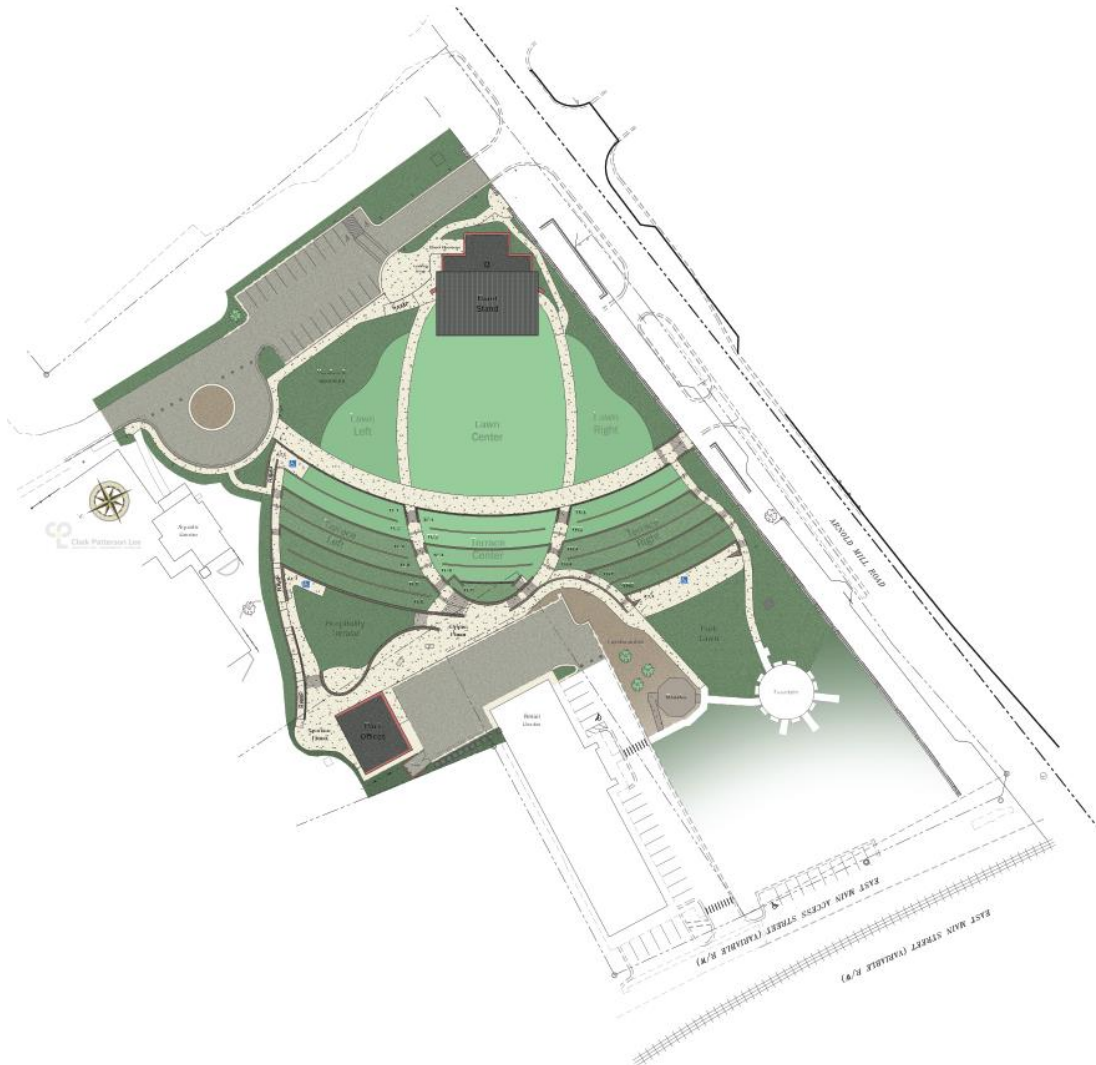
THE PARK AT CITY CENTER

### Woodstock, Georgia

Thank you for your interest in the Northside Hospital-Cherokee Amphitheater located at The Park at City Center in beautiful downtown Woodstock, Georgia!

Constructed in 2016, the Northside Hospital-Cherokee Amphitheater space consists of 2.7 of the park's 3.5 total acres. Terraced, stadium style, lawn seating areas, with sufficient slope, provides proper sight lines to the band stand for events.

The Amphitheater may be reserved and used for special events and performances with an expected attendance of 5,000 guests or less. Rental includes permanent restrooms, plaza, stage, dressing room, green room, loading area and terraced lawn seating areas.



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# Hours and Days of Availability

## 1. Availability Schedule

- a. The Amphitheater is available for rental during the following hours:

Monday through Saturday	7:00 a.m. – 11:00 p.m.
Sunday	9:00 a.m. – 10:00 p.m.

- b. There will be no concerts or other special events scheduled on City of Woodstock holidays.

New Year's Day	Martin Luther King's Day
Memorial Day	Independence Day
Labor Day	Veterans' Day
Thanksgiving Day	Day after Thanksgiving
Christmas Eve	Christmas Day

- c. Non-City of Woodstock Sponsored Events will be limited to **one (1) event per month**.

## Reservation Procedures

## 2. Rental Application

- a. Reservations are accepted on a first come, first served, first pay basis. The full facility may be reserved up to 6 months in advance upon receipt of a signed Rental Agreement and all fees. All prospective Applicants must complete and submit a Rental Application and pay the application review fee of \$ 50.00 to the City of Woodstock. The application must contain all required attachments, including an event proposal and proposed event site plan.
- b. The City of Woodstock has the exclusive right to determine whether to allow an individual or organization to use the facility. The decision to approve or deny facility use is based on whether or not the planned event is in the best interest of the City of Woodstock. All facility reservation requests will be evaluated on the following factors:
- Availability on the requested date(s)
  - Nature and character of the proposed event
  - Financial condition of the Applicant to undertake the event  
(The City reserves the right to request financial statements and references)
  - Ability of the Applicant to properly manage the event
  - Ability of the facility to safely accommodate the event without damage to the facility
  - Applicant's prior rental history at the Amphitheater or other venues
  - Ability of the City of Woodstock to adequately support the event
  - Safety concerns
  - Financial return to the City of Woodstock
  - Impact on the surrounding community
  - Other events previously scheduled by the City or its entities.



- c. No oral agreements for use of the Amphitheater are valid. Reservations are valid when confirmed in writing with the approval of the Rental Application and Rental Agreement. If the request is rejected, the Applicant will be notified in writing within 2 weeks.
- d. Rental Fee must be paid in full at the signing of the Rental Agreement. With few exceptions, all other fees are due at the signing of the Rental Agreement.
- e. Reservations are tentative until a Rental Agreement is signed by the Applicant, executed by the City of Woodstock, and all appropriate fees are paid. The agreement must contain all required attachments, including an event proposal, proposed event site plan, licenses, and insurance documentation.
- f. The City of Woodstock's Amphitheater Operations Manager will work with each Applicant to provide the coordination necessary to hold events at the Amphitheater. All communications between the Applicant and the City of Woodstock shall be through the Amphitheater Operations Manager.

### **3. Rental Agreement**

- a. Once the Rental Application is approved, the Amphitheater Office will prepare a Rental Agreement. An Applicant, or any other person, firm, or corporation may not advertise an event, sell tickets or use any space or facilities at the Amphitheater without a properly executed Rental Agreement. The Rental Agreement will provide the terms and conditions of the rental, fee information, insurance requirements, event dates, facility use restrictions, ticket sales information, and any other special conditions associated with the rental. Rental Agreements do not cover any space or accommodations other than those listed in the document.
- b. The Rental Agreement is solely between the Applicant and the City of Woodstock; therefore, no other party/parties are allowed to represent the contracted parties. All persons signing the agreement must be at least 21 years of age, and shall be legally and financially liable and responsible for any damages and injuries that occur during the rental period.
- c. Applicants cannot sublease or assign its reservation to another individual, group, or organization without the prior written approval of Amphitheater Management.
- d. Any misrepresentation as to the nature of the event, expected number of attendees, contact, or payment information, or any other falsification of permit documents will result in immediate cancellation of the event and forfeiture of all fees paid, and may also result in denial of future permit requests and/or legal action.
- e. **Equal Opportunity:** No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in connection with an event held at the Amphitheater based on the grounds of race, religion, color, creed, national origin, sex, marital status, age or the presence of any sensory, mental or physical disability.

### **4. Applicant Responsibilities**

- a. Applicants are solely responsible for organizing, financing, advertising, and conducting the event and activities stated on the Rental Application. Neither the City of Woodstock nor the Amphitheater shall be a sponsor or supporter of an event unless agreed to in writing.

- b. Applicant shall pay for talent, sound and lights, stagehands, publicity, advertisements, backstage catering, event security, medical services, ASCAP/BMI, transportation, trash removal, equipment (to include a bucket lift, portable lighting, fencing and barricades etc.), telephones, event maintenance, crowd sanitation, runners, personnel and services necessary for the efficient and safe presentation of events at the Amphitheater.
- c. Rentals may require the provision of additional portable toilets at the sole cost of the Applicant depending on the scope and nature of the proposed event. Final determination to the number of portable toilets is at the discretion of the Parks and Recreation Director.
- d. Applicant shall obtain or shall require its agents and contractors to obtain all necessary permits, licenses, and liability insurance. Applicant shall abide by all applicable laws and ordinances and these rules and regulations.
- e. Applicant shall provide the Amphitheater Operations Manager with a list of event staff and their designated areas of responsibilities. The staff list should include a clear indication of those staff members authorized to access the facility. Applicant shall identify an authorized representative to obligate Applicant for charges for services, personnel, and equipment.
- f. Applicant is responsible for obtaining an efficient form of communication for its event staff.

## **Amphitheater Use Fees and Policies**

### **5. Payment of Fees and Deposits**

- a. All fees payable to the City of Woodstock in connection with renting the Amphitheater shall be paid with a corporate check, money order, cashier's check or credit card (MasterCard, Discover or VISA). The full Rental Fee is due upon the signing of the Rental Agreement. If full payment is not received by this time, The City of Woodstock will cancel the reservation and will retain all deposits paid by Applicant. Failure to pay all fees may also result in denial of future permit requests.
- b. For events booked within 30 days of the event date, payment will be due in full immediately, and will only be accepted in the form of money order, cashier's check or major credit card.

### **6. Security/Damage Deposits**

- a. The minimum security/damage deposit (Dollar value equal to 1/2 of the Rental Fee) is required at the signing of the Rental Agreement. Depending upon the scope and nature of the proposed event, the City may use its discretion to increase the amount of the security/damage deposit.
- b. Deposits shall be used to repair, replace, or pay for any property damage that occurs during the rental either by the Applicant or any participant at the event produced by the Applicant. The unused portion of the deposit may be refunded to the Applicant after the event. However, the deposit may be held at the City's discretion for any period of time necessary to determine the full extent of damages and to make all repairs and/or secure replacements. The deposit shall be returned upon the following conditions:
  - 1. All terms of the contract have been met.
  - 2. All facilities are left in good and clean condition.





**Non-Profit Benefit Events**

**\$1,000**

(Per 6 Hour Minimum)

- Events that are promoted or sponsored by a public, civic, educational, religious or charitable organization. Organizations must be physically located in Cherokee County, Georgia.
- A private, non-profit group must be registered with the Georgia Department of State and have a 501 (c) (3) status.
- Event is Open to the Public.
- Admission or entry fees may be charged
- The Primary focus of the event is to raise funds for a charitable purpose.
- Political action groups, political parties, and political candidates do not meet the qualifications for the non-profit or civic group rate.
- Any costs for services provided by and incurred by the City of Woodstock for the operation of the event must be paid.
- Each additional hour of rental time required beyond the six hour minimum will incur a fee of \$100 per hour.

**Private Events**

**\$5,000**

(Per 6 Hour Minimum)

- Closed to the public with no admission or entry fees charged
- Non-revenue producing event
- Any costs for services provided by and incurred by the City of Woodstock for the operation of the event must be paid.
- Each additional hour of rental time required beyond the six hour minimum will incur a fee of \$500 per hour.

**Commercial / For Profit Events**

**\$7,500**

(Per 6 Hour Minimum)

- Open to the public where the primary objective is making a profit
- Admission or entry fees are charged
- Any costs for services provided by and incurred by the City of Woodstock for the operation of the event must be paid.
- Sponsor signage
- Each additional hour of rental time required beyond the six hour minimum will incur a fee of \$500 per hour.
- Commercial / For Profit Events require payment in full at the time of reservation.

**10. Coordination of Services (Exclusive Services)**

To best serve its guests and to maintain the integrity of the Amphitheater facilities, it is the policy of the City of Woodstock that certain services shall be provided by the City or its authorized agent(s) with the Applicant

reimbursing the City for all costs associated with the provision of such services. These services MAY include and are not limited to:

- Concessions
- Janitorial
- Building/grounds trash collection
- Parking management
- Emergency medical
- Law enforcement
- Fire protection
- Event Monitoring

### **11. Detail Pay**

Fire Personnel:	\$ 42.00/hour per employee
Police Personnel (Security):	\$ 40.00/hour per employee
Police Personnel (Traffic):	\$ 50.00/hour per employee
Police Car Fee	\$ 5.00/car per hour
Electrician (Public Works):	\$ 41.00/hour per employee
Event Staff (Parks & Recreation):	\$ 32.00/hour per employee
Barricade Usage Fee:	\$5.00/barricade

### **12. Ticket Sales/Admission Fees**

Tickets (if sold for the event) may not be sold prior to approval of the Rental Agreement. Applicant may charge an admission fee to guests in the form of ticket sales. Ticket sales shall not exceed the capacity of the Amphitheater and shall be limited to 5,000. Admission fees collected are subject to a \$2 per ticket facility fee to support maintenance, repairs, and improvements to the facility. All for profit renters must provide Amphitheater Management with a valid settlement sheet from their ticket sales company after the box office has closed day of show.

### **13. Payment for Emergency Medical and Police Personnel**

- a. Applicant shall employ, at its sole expense, police, fire and emergency medical personnel as required by the City of Woodstock to assure the safety and security of the event, guests, and staff. The work is considered outside voluntary employment which is scheduled by the City of Woodstock and is not considered overtime.
- b. When City of Woodstock extra/off-duty public safety personnel are to be provided, the Woodstock Police and Fire Departments will make a determination to the number and cost of extra/off duty personnel.
- c. All City of Woodstock personnel fees are to be paid at the signing of the Rental Agreement. Any personnel hour overages will be invoiced to the Applicant after the event with all charges due within 14 days of receipt of invoice.

# Cancellations and Refunds

## 14. Cancellations and Refunds

- a. Applicants, their guests, and contractors are bound by these Policies and Procedures. The City reserves the right to terminate any approved use of the facilities should these policies not be followed. The failure by the City to terminate use of the facility or to exercise any right, power, or authority shall not constitute a waiver of the terms or conditions of the Rental Agreement and shall not affect the rights of the City to enforce against any other or subsequent breach by the promoter.
- b. Refunds of fees and deposits require written notice of cancellation 90 days or more prior to rental date. Cancellation notices of less than 90 days of scheduled date will result in a complete forfeiture of security deposit and rental fees. City personnel fees will be refunded in full up until 14 days prior to event. Cancellation of event within 14 days of scheduled date will result in a complete forfeiture of personnel fees.
- c. In the event that the Amphitheater is unable to deliver possession of the facilities, it will refund all deposits and rental payments to the Applicant in their entirety.

## 15. Force Majeure

The City of Woodstock is not responsible for any event that is prevented, rendered impossible or infeasible by any act or regulation of any public authority, civil tumult, strike, epidemic, interruption in or delay of transportation services, war conditions, emergencies, or other cause beyond the control of the City of Woodstock. The City will not make any refunds for, or reschedule any events cancelled as a result of a force majeure.

## 16. Inclement Weather

- a. The Amphitheater is an outdoor venue subject to changing and inclement weather conditions. **No refund will be made due to weather.** Events are not postponed unless the National Weather Service issues a severe thunderstorm watch or warning for the time of the event. If an event is postponed due to inclement weather, the City will attempt to reschedule the event. In the case of rain on the day of the event, it is the Applicant's responsibility to contact Amphitheater Management to receive information about whether the facility conditions are conducive to holding the event, or to reschedule. The decision of Amphitheater Management is final. The Amphitheater does not reserve dates for inclement weather back-up.
- b. The intent of this policy is to ensure the safety of City of Woodstock residents, employees, and visitors and ensure efficient operation of the Northside Hospital-Cherokee Amphitheater or parks during severe/hazardous weather. Inclement weather may be described as stormy, severe, tempestuous, harsh, or merciless.
- c. Whenever it is determined that weather conditions may endanger, or place at risk, the health or safety of our residents, employees or visitors, or that conditions or events prevent performance of regular operations, services or responsibilities assigned to a scheduled event, closure of the park and/or amphitheater may be deemed necessary.
- d. The Parks and Recreation Director shall make decisions regarding the conditions affecting the closure of all parks and facilities in the Parks and Recreation Department. This may include the cancellation of activities or events scheduled at these locations.

# Insurance and Indemnification

## **17. Indemnification**

- a. The City of Woodstock assumes no responsibility for any property placed on or in its facility or grounds. The Rental Agreement shall indemnify, save and hold harmless the City, its officers, agents, and employees from any and all claims for losses, injuries, damages, and liabilities to persons or property, caused wholly or in part by the acts or omission of users, its agents, officers, employees, guests, or any person or persons admitted to the premises by the Applicant.
- b. The Applicant assumes full responsibility for character, acts, and conduct of all persons admitted to the premises by the consent of the Applicant, its officers, employees, or agents.
- c. The Applicant shall indemnify and save harmless the City from all suits brought against the City on account of any injuries or damages received or sustained by any party or parties by and from the Applicant, its officers, agents, employees, members, or any person admitted to the premises by the Applicant in the exercise or right and privileges granted here or on account of any admission of the Applicant.

## **18. Hold Harmless**

- a. Applicant agrees to hold the City of Woodstock, its officers, officials, employees and agents harmless from any and all claims, demands or liability for injuries to person or damage to property, including claims by employees of Applicant or claims by any contractor or sub-contractor which damages or injuries are occasioned by or in any way arising out of use or occupancy of the premises by the Applicant, its agents, invitees, officers and employees.
- b. Applicant further agrees to the fullest extent permitted by law, to defend, indemnify and hold harmless the City of Woodstock and its employees from and against all claims, damages, losses, and expenses, direct or indirect, or consequential damages, including, but not limited to, attorney's fees arising out of, or resulting from, the use or occupancy of the premises.

## **19. Insurance Requirements**

- a. A certificate of insurance is required from Applicants evidencing insurance with policy limits equal to or greater than the limits described below. Insurance must be written by a licensed agent in a company authorized to do business in the state of Georgia. Certificates must name the City of Woodstock as additional insured, in an amount specified by the City of Woodstock and must be in effect for the duration of Applicant's occupancy of the facility, including move-in, move-out, and rehearsal dates.
- b. Applicant shall obtain and maintain at their expense, insurance with policy limits equal to or greater than the limits described below for the duration of the event. Proof of insurance must be received by the City of Woodstock within 30 days of the signing of the Rental Agreement.

c. Accordingly the Applicant and/or User shall provide a certificate evidencing the following:

**1. Workers Compensation / Employers Liability Insurance – Statutory**

- a. Employers Liability Insurance by Accident, Each Accident: \$1,000,000
- b. Employers Liability Insurance by Disease, Policy Limit: \$1,000,000
- c. Employers Liability Insurance by Disease, Each Employee: \$1,000,000
- d. Must comply with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted
- e. Must cover all Applicant’s personnel performing work in connection with the rental

**2. Commercial General Liability Insurance (Including Contractual Liability Insurance)**

- a. Bodily Injury and Personal Property Damage Liability, Each Occurrence: \$1,000,000
- b. Products Completed Operation Aggregate Limit: \$2,000,000
- c. Personal and Advertising Injury Limits: \$1,000,000
- d. Fire Damage Limits: \$300,000
- e. Commercial General Liability Insurance covering all operations (including product / completed operations and personal injury), and Fire Legal Liability of property damage and bodily injury (including death).

**3. Business Automobile Liability Insurance**

- a. Combined Single Limits Each Occurrence \$1,000,000
- b. Including operation of non-owned, owned and hired automobiles
- c. The policy shall cover loss due to bodily injury or death and any person, or property damage arising out of the ownership, maintenance, operation or use of any motor vehicle whether owned, non-owned, hired or leased

**4. Liquor Law Liability**

- a. Each Occurrence: \$1,000,000
- b. Required if authorized to sell or serve alcoholic beverages

**5. Crime Coverage**

- a. Required if any portion of ticket sales, parking revenues, merchandise sales or concession sales revenue is payable to the City of Woodstock.
- b. To include Third Party Endorsement, naming the City of Woodstock as Loss Payee in accordance with the following limits:
  - 1) \$100,000. Employee Theft – Per Loss
  - 2) \$100,000. Inside Premises Loss Money/Securities
  - 3) \$100,000. Forgery
  - 4) \$100,000. Computer Fraud
  - 5) \$100,000. Funds Transfer Fraud
  - 6) \$100,000. Money Orders and Counterfeit Paper Currency

- d. It is understood that insurance in no way limits the liability of the Applicant and/or User of the Amphitheater facility.
- e. Certificates of Insurance are to list the City of Woodstock, its officers, officials and employees as an Additional Insured (except for Workers’ Compensation) and shall conform to all terms and conditions (Including coverage of the indemnification and hold harmless agreement) contained within the Rental Agreement.



- 1) This insurance for the additional insured shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insured.
  - 2) Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation), with no Cross Suits exclusion.
  - 3) Such certificates shall be provided to the Amphitheater Operations Manager and must identify the “Certificate Holder” as follows:

The City of Woodstock, Georgia  
12453 Highway 92  
Woodstock, GA 30188
- f. The City of Woodstock must approve all insurance certificates, endorsements and/or policies prior to the start of any activities or events.
- g. The City of Woodstock reserves the right to cancel any event upon failure of the Applicant and/or User to provide such proof of insurance within the specified time period.

## **Event Safety and Security**

### **20. Occupancy Limits**

No Applicant shall schedule an event, which will have an attendance larger than the posted maximum occupancy of 5,000 guests for the Amphitheater. All capacity limits will be enforced. The City of Woodstock reserves the right to monitor the attendance and to limit admission - should the Amphitheater reach capacity.

### **21. Access by Facility/City of Woodstock Personnel**

- a. In performance of their duties, Rental Facility/City of Woodstock personnel shall have the right to enter the areas contracted by the Applicant. Any working staff person representing the Facility/The City of Woodstock may have access to the premises as deemed necessary to address facility issues. At all times, Applicant will honor the official identification credentials worn by Facility/City of Woodstock personnel.
- b. Nothing contained in the Rental Agreement shall be construed to prohibit the City of Woodstock, its Police Department, Fire Department, Health Department, Cherokee County or any other State agency, its agents or its employees from entering the rented premises for the purpose of discharging their lawful duties.

### **22. Courtesy Credentials**

Applicant shall provide courtesy credentials in order for Amphitheater Management and City of Woodstock personnel to attend and monitor the event. Applicant will also insure that all staff, contractors and guests working with the Applicant have visible identification credentials and provide a list of those contractors for staff and security.

### **23. Fire, First Aid and Emergency Medical Services**

- a. On-site emergency medical support is the responsibility of the Applicant and may be required for all public events. The following guideline will ensure appropriate medical coverage:

1 – 1,000 Guests	At discretion of Fire Department based on type of event.
1,000 +	At least Two (2) EMS Personnel also based on type of event and total number of participants.
2,500 – 5,000	One (1) Basic First Aid Site Three (3) EMS Personnel
5,000 +	Additional personnel may be required.

- b. Off-duty and/or on-duty City of Woodstock Fire Department Personnel or its contracted ambulance service provider personnel shall provide first aid and emergency medical services during the public hours of the event. Application and payment due with approved Rental Agreement.
- c. The Woodstock Fire Department reserves the right to increase or decrease the level of emergency medical coverage for events, depending on the nature of the event and its associated risks.
- d. Personal injuries must be reported to Amphitheater Management immediately. Neither the City of Woodstock, its officials, officers, employees nor agents shall be liable for any personal or property damage or injury occurring at the Amphitheater. Nothing herein shall be construed as a waiver of any immunity or defenses available to the aforementioned parties.

**24. Fire Safety, Pyrotechnics and Use of Lasers**

- a. All events must comply with the City of Woodstock Fire Code and are subject to inspection by the Woodstock Fire Department. Amphitheater Management may, at its sole discretion, require the presence of the City of Woodstock Fire Marshal and/or Fire Department during certain events. Personnel are scheduled at the Applicant’s expense.
- b. Open flames, welding, candles and fireworks, or smoke emitting material as part of a performance or display or incorporating a large amount of combustible materials must be individually reviewed by the City of Woodstock Fire Marshal and are prohibited in the Amphitheater without specific approval by Amphitheater Management.
- c. Laser shows and spotlights are permissible, though each situation must be individually pre-approved in writing by Amphitheater Management and the Fire Marshal. If approved, the use of lasers or spotlights will be strictly controlled and continuously monitored by the Fire Marshal.
- d. All drapes, curtains, or any materials used during events or performances must be flame retardant.
- e. Fire hose cabinets, fire extinguishers, sprinklers, fire exit doors, route of egress and any other fire safety device must not be hidden, obstructed or otherwise disturbed.
- f. Crates, packing material, wooden boxes and other highly combustible materials may not be stored in any building.

## **25. Security and Law Enforcement**

- a. Applicant is responsible for providing the necessary number of uniformed security personnel as determined by the City of Woodstock Police Department and bears all costs of event security. The Woodstock Police Department will determine required security based on the type of the event and projected attendance. The Woodstock Police Extra/Off Duty Employment policy is attached.
- b. The City of Woodstock, through its Police Department, may also require Applicant to employ, at Applicant's expense, uniformed law enforcement officer(s) from at least one hour prior to the beginning of the event until one hour after the event. The City reserves the right to, and shall have the authority to, require a reasonable number of law enforcement officers which it deems necessary for a particular event to ensure the safety of the public and premises at all times during which the facility is used and occupied by Applicant, or by persons authorized by Applicant.
- c. Applicant is required to contract with the Woodstock Police Department for services provided on an hourly basis. Service will be provided with a two-hour minimum fee. Application and payment due with approved Rental Agreement. Application will be included with the Rental Agreement.
- d. Additional security personnel may be utilized by or with approval of the Amphitheater Operations Manager and the Woodstock Police Department and are made available through City of Woodstock contracted vendors.
- e. A security plan shall be prepared by the Applicant in consultation with the City of Woodstock Police Department. The plan shall specify the number of off-duty officers and/or private security personnel, if applicable, to be provided by the Applicant at Applicant's expense. At the option of the Applicant, the entire security requirement may be comprised of off-duty police personnel.
- f. Security / Law Enforcement Officer Staffing Guidelines

### **Low Impact Events**

With attendance less than 500 guests  
No alcoholic beverages sold or consumed  
No on-site cash  
Private event without public participation

**One (1) Security Officer**

### **Moderate Impact Events**

Attendance of 501 – 1,000 guests  
No alcoholic beverages sold or consumed  
On-site cash collection

**Two (2) Law Enforcement Officers**

### **High Impact Events**

Attendance of greater than 1,000 guests  
Alcoholic beverages sold or consumed  
On-site cash collection  
Evening events

**Two (2) Law Enforcement Officers  
Per 1,000 Guests**

## **26. Crisis Communications**

The Parks and Recreation Director and the Amphitheater Operations Manager shall be notified immediately if a major incident occurs during the event that threatens the safety or welfare of guests, employees, or equipment including incidents that require assistance from an emergency agency such as fire rescue or police. Once notified

and if deemed necessary, the City of Woodstock will take the lead in handling all media inquiries regarding the incident. Amphitheater Management will work with Applicant to develop communications materials and manage the media effectively and in a timely manner.

## **27. General Safety Requirements**

- a. Sidewalks, passageways, halls, stairways, seating areas or exits may not be obstructed by any object or person.
- b. No person will be allowed to bring in or keep anything that may create a fire hazard or be detrimental to the fire protection of the facility. All decorative material must be flame proof and only use of water-based, non-flammable paint is allowed in set preparation. Open flames of any type, i.e. candles, grills, flash pots, etc. are not allowed.
- c. No gasoline, explosives, oils or artificial lights are permitted in the buildings or on the grounds without the consent of Amphitheater Management.
- d. The number, amperage and wattage of lights, fixtures or equipment for any event may be limited, subject to availability.
- e. The loading areas are to be kept clear of debris. Parking in this area shall be limited to the time necessary for loading and unloading. Loading zone regulations will be strictly enforced.
- f. Fire lanes must remain open at all times.

## **Amphitheater Use and Maintenance Policies**

### **28. Use of Space**

- a. Applicant shall only have use of the space for which a Rental Agreement was granted. Unauthorized use of any facilities on the amphitheater grounds for which authorization was not specified may result in immediate suspension of the use of the facility. Encroachment into the adjacent Aquatic Center Grounds is prohibited.
- b. All portable restrooms, dumpsters, fencing, generators, trailers, etc., must be removed by the next business day following the event.

### **29. Common Areas**

Common areas of the Amphitheater including paths, sidewalks, and parking lots are to remain open to the public unless prior approval has been given by the City of Woodstock.

### **30. “Back of House” Amenities and Hospitality**

Applicant is solely responsible for any amenities and hospitality for dressing rooms, green room and general “back of house” areas. This includes supplying any food, drinks, towels, or other items. Applicant is responsible for and all damage.

### **31. Clean Up and Custodial Services**

- a. The Applicant will receive the facility in a “broom clean” condition prior to the move-in period. During the event, the Applicant will provide the necessary janitorial and grounds staff to maintain all guest areas in a clean and presentable condition. This includes removal of trash, cleaning and maintenance of all public areas, public restrooms, maintaining event aisles, emptying and relining trash cans, mopping up spills, clearing and cleaning of patron seating areas.
- b. Applicant is responsible for the cost of removal of trash, crates, pallets, packaging material, staging material, and lumber, prior to the event opening and during move-out. In order to secure the deposit, the facility should be left as it was found.

### **32. Waste Removal**

- a. The Applicant is responsible for the costs of providing sufficient trash dumpsters of adequate size based on the anticipated number of event attendees. Applicant is responsible for the costs of each dumpster as well as the costs of all trash hauls. Applicant must use the City’s Commercial Waste Franchisee.
- b. Applicant is responsible for proper and regulated disposal of any and all toxic biohazard goods, material and substances, and must comply with all applicable laws.

### **33. Storage**

- a. Limited storage is available at the Amphitheater.
- b. All materials (other than backdrops) and equipment must be removed immediately after each event.
- c. The City of Woodstock is not responsible for damage to any materials or equipment. Any costs incurred by the City for disposal of materials left on the premises will be subtracted from the deposit.

### **34. Amphitheater Property**

Property belonging to the Amphitheater may not be removed or repositioned from stage, dressing rooms, green room, warm-up room, plazas or offices. Furniture, benches, planters or other features may not be moved from their locations. If re-arrangement of features or furniture is necessary, such re-arrangement must be approved by Amphitheater Management prior to the event and will be performed by Amphitheater personnel.

### **35. Applicant’s Property**

The City of Woodstock shall assume no responsibility for any property placed on its facilities or grounds. Further, the City of Woodstock, its officers, agents and employees, are released and discharged from any and all liability for the loss, injury or damage to persons or property that may be sustained by the use or occupancy of the facility and its environs.

### **36. Lost, Found or Abandoned Property**

The Amphitheater is not responsible for the theft, loss, or damage to any items left in the Amphitheater. The Lost and Found is located at the Woodstock Parks and Recreation Department Administration Offices located at the Amphitheater. The City of Woodstock assumes no responsibility for items left by users or lost and found items. The

City reserves the right to remove from the building all property remaining in the building after the contracted time has lapsed or to charge the Applicant a storage fee of \$100.00 for the first day and \$25.00 each additional day up to 30 days. All abandoned, lost, or unclaimed property will be disposed of at the discretion of Amphitheater Management.

### **37. Property Loss or Damage**

Applicant is responsible for any loss, damage or theft of personal property that is incurred by the Applicant. Applicant is also responsible for restoring damaged premises to pre-event conditions.

### **38. Facility Alterations**

Temporary or permanent alterations of the facility in any way, including adjustments to electrical power or modifications to the stage area, dressing room, green room or other areas, is prohibited unless written authorization has been obtained from Amphitheater Management. Drilling or hammering stakes into concrete or paved surfaces is not permitted.

### **39. Damage or Defacement of Facility, Equipment and Property**

- a. The Applicant accepts the Amphitheater in good order and agrees to return it to the City of Woodstock in the same condition, normal wear and tear excepted. The Applicant is responsible for any damages to permanent fixtures, trees, plants, furniture, fixtures, equipment or any Amphitheater structure or property. In the event that damages are sustained or policies are not followed, the event may be terminated and future requests for use of the facilities may be denied.
- b. The Amphitheater will not furnish any tools or materials.
- c. Nails, tacks, staples, brads, etc. may not be driven into any portion of the Amphitheater; and, no changes, repairs, painting, staining or alterations that will change the finish, appearance or contours of the buildings will be permitted without the consent of Amphitheater Management.
- d. Use of tape on City equipment or building structures is prohibited unless prior authorization by Amphitheater Management and only gaffer, spike or glow tape may be used. No exhibit may be displayed around the Amphitheater or suspended from permanent fixtures or beams without the permission of Amphitheater Management.
- e. Decorations are not permitted on ceilings, painted surfaces, columns, fabric, decorative walls or fire sprinklers.
- f. All decorative materials must be flameproof in accordance with fire regulations.
- g. Adhesive backed decals, event signs, flyers, postcards and stickers may not be distributed anywhere on the premises.
- h. The construction of sets is limited to designated areas. The work area must be kept clean and be cleared upon completion of construction.

### **40. Inspections**

- a. A facility rental inspection must be conducted by the Amphitheater Operations Manager prior to and following each reservation and must be signed by the Applicant.



- b. The Applicant is required to notify the Amphitheater Operations Manager when they have completed use of the reserved area in order to commence the Check-In/Check-out procedure. Failure to checkout with Amphitheater Management will result in forfeiture of the damage deposit.
- c. The Applicant or his/her representative must remain at the Amphitheater until the event is over and all participants, audience, equipment and/or property have been removed. Amphitheater Management must pre-approve any exceptions to this policy, in writing.

#### **41. Compliance with Cherokee County, State and Local Laws**

The Applicant, guests and other persons connected with this event, shall observe and comply with all laws, statutes, ordinances, rules and regulations of the Government of the United States, State of Georgia, and the City of Woodstock including but not limited to the Americans with Disabilities Act. Applicant shall indemnify, defend (at the City's option) and hold harmless the State of Georgia, the City of Woodstock, its officials, officers, employees and agents from all damages, costs and expenses in law or equity arising out of the Applicant's failure to comply with applicable laws, statutes, ordinances, rules, regulations or acts. The cost of such compliance is the responsibility of each Applicant, exhibitor or patron.

#### **42. Accommodations for Guests with Disabilities**

- a. The Amphitheater provides three accessible seating areas for guests with disabilities. Each of these areas has a limited number of wheelchair accessible seats and one companion seat for each. These seats are available on a first come, first served basis.
- b. Service animals are permitted and must remain in close proximity to the guest with a disability at all times and may not block accessible paths of travel.
- c. All flyers and written promotional materials for the event should be made accessible to people with disabilities, including those with hearing and visual impairments. It is recommended that the following statement be included on promotional materials: "If you require a reasonable accommodation due to a disability, including information about this event in an alternative format due to a communication-related disability, please contact [your number followed by word "voice"] for the Georgia Relay Service for the hearing impaired at".

#### **43. Licenses and Permits**

Applicant shall ensure that all contractors and vendors obtain the necessary permits and licenses required by any City ordinance or state law. The Applicant and all vendors shall be required to comply with and acquire any and all applicable federal, state and county permits or licenses for doing business within the State of Georgia, Cherokee County and the City of Woodstock.

#### **44. Business Licenses**

Any individual or entity intending on selling tickets, concessions, or merchandise, or performing any services, before, during, or after the event must be properly licensed to operate in the State of Georgia.

#### **45. Taxes**

Applicant is responsible for collecting all applicable taxes, including federal, state, county and City of Woodstock taxes where applicable.

## **46. Move-in/Move-out (Load-In/Load-Out)**

- a. The Applicant is responsible for all activities related to setting up for, and cleaning up after, an event. The Amphitheater must be returned to the condition prior to setting up an event.
- b. Move-in or move-out activities are not permitted during event hours or while guests are in the facility. Move-in/out time must be completed within the hours provided for in the Agreement. Additional time must be approved by Amphitheater Management and will be charged at the appropriate rate.
- c. City of Woodstock personnel are not available to assist with loading or unloading event equipment or materials.

## **47. Deliveries**

Applicant is to have an approved agent available to receive and ship all freight within contracted hours of use. Freight will not be accepted prior to contracted dates and Amphitheater Management will not be responsible for any freight shipped to or from the Amphitheater. Similarly, all event materials must be removed during move-out.

## **48. Building and Electrical Permits**

The City's Building Department must issue a building permit for all events involving temporary construction or the use of temporary electrical power. Examples of temporary construction include, but are not limited to, freestanding tents, stages, fences, bleachers and electrical connections.

## **49. Contractors**

- a. Applicants must provide a list of contractors upon the signing of the Rental Agreement. Contractor staff shall conduct themselves in a professional manner at all times, which includes following all policies and procedures governing the Amphitheater.
- b. All contractors must be properly licensed to do business in the state of Georgia.
- c. Amphitheater Management reserves the right to review any contracts between Applicants and other parties involved in the event.

## **50. Sound and Lighting**

No on-site lighting and sound equipment is available at the Amphitheater. Therefore, the Applicant is responsible for providing all light and sound equipment necessary for their event including a lift to gain access to rig the lights and speakers. Applicant may only contract and use sound and lighting companies from the Amphitheater's list of qualified, licensed, insured, and approved professional sound and lighting companies. The Applicant is responsible for all costs associated with the sound and lighting company.

## **51. Electrical Use**

- a. Adequate electrical capacity to meet the demands of the event is the sole responsibility of the Applicant. The cost of additional electrical supply beyond the permanent service in the Amphitheater is the sole responsibility of the Applicant.

- b. The Applicant will take all necessary precautions to protect the existing electrical service from overload and damage.
- c. All electrical work shall be performed by licensed personnel only. A City of Woodstock electrician or a State of Georgia-licensed electrician is responsible for and required for all electrical hook-up and on-call duty. Electrical panels may not be modified by any outside electrician. Modifying the City's electrical panel will result in a fine of \$1,000 plus any and all necessary repairs to the electrical panels as a result of Applicant's modification.
- d. All electrical equipment used for lighting, sound, or other effects must meet applicable National Electrical Code and facility requirements. Electrical fixtures and fittings must be UL listed and so marked. Amphitheater Management reserves the right to withhold electrical power until the City of Woodstock electrical inspector approves the connection. The City of Woodstock reserves the right to inspect and approve or reject all electrical installations.

## **52. Rigging**

- a. A licensed and insured professional rigging company, pre-approved by Amphitheater Management, must provide all rigging. The Applicant is responsible for all costs associated with the rigging company. Applicant may only contract and use rigging companies from the Amphitheater's list of qualified, licensed, insured, and approved professional rigging companies.
- b. All rigging in the Amphitheater shall be in accordance with all national, state, and local safety codes, including, but not limited to OSHA and City of Woodstock policies.
- c. All attachments to any portion of the permanent structure of the Facility shall meet accepted engineering and safety standards. All attachments shall have sufficient strength to support weight placed on them and be secured in such a way to prevent items from falling or causing damage.
- d. Amphitheater Management reserves the right to demand clarification of welds and safe working loads, deny installation, demand removal of questionable attachments and/or require appropriately qualified personnel to install or remove such attachments.
- e. No rigging is allowed in Green Rooms or Dressing Rooms.

## **53. Amplified Sound and Noise**

- a. The Applicant shall be subject to the general prohibitions of the City's Noise Ordinance. All outdoor concerts must end no later than 11:00 p.m., Monday through Saturday; or 10:00 p.m. on Sundays.
- b. Monitoring of sound levels will be taken periodically throughout the event as well as during set-up and sound check. If sound levels exceed the established level, Amphitheater Management will request that the volume is turned down. Failure to comply with such a request shall constitute a violation of the Woodstock City Code and be cause for fines, immediate termination of the event, and forfeiture of deposit and rental fees.
- c. No loud, excessive or unusual noise is allowed between the hours of midnight and 7 a.m. during set-up or teardown of the event.
- d. No profane, lewd, indecent or slanderous speech or music shall be audible at the property line.

#### **54. Curfew and Time Limitations of Performances and Sound Checks/Rehearsals**

- a. All events must conclude by the designated ending time. Applicant shall be responsible for vacating the spectator, concession and parking areas not later than 11:00 p.m. on the date of the rental, or 10:00 p.m. on Sundays.
- b. Sound checks and rehearsals must conclude one hour prior to doors opening for the event.
- c. Individual exceptions for use of the facilities beyond normal hours of operation must be approved by Amphitheater Management. Any additional costs associated with the extension are the Applicant's responsibility.
- d. During ticketed events, doors open two hours prior to show time.

#### **55. Smoking and Tobacco Products**

Smoking or the use of tobacco products is not permitted anywhere on the Amphitheater property, Applicant must comply with all state and county laws, rules and regulations relating to no-smoking on public properties or within facilities.

#### **56. Confetti, Glitter and Streamers**

Confetti cannons, fireworks, pyrotechnics and streamers are prohibited from use in a performance unless specifically permitted by Amphitheater Management. If approved by Amphitheater Management, any confetti, streamers or glitter used must be bio-degradable and additional cleaning fees in the amount of \$2,500 will be required.

#### **57. Tents**

- a. All tents must be secured using alternative means such as water barrels, weights or sandbags. Any tent placed on sidewalks, concrete or asphalt surfaces must have rubber tips under the footings.
- b. Tents must be erected by a company licensed to do business in the state of Georgia, must furnish proof of general liability insurance, and all applicable fire/tent inspections and temporary structure permits obtained, if necessary.
- c. If event requires the use of tents, a tent permit application must be submitted for each tent that exceeds 120 square feet. Any tent that exceeds 120 square feet must be permitted and inspected by the Building and Fire Departments prior to the start of the event.

#### **58. Animals**

- a. Animals and pets are not permitted on the Amphitheater property except in conjunction with an authorized performance or event, or as aids to persons with disabilities.
- b. Where an animal is used in an authorized event or performance, all federal, state and local laws and regulations must be followed in order to insure the safety of the animals, guests, and any other persons.
- c. Animals must be confined to a specific area by means of a properly enclosed pen, cage, stall, collar or harness when not performing.

- d. Animals must be attended to and held in such a manner that they do not present a danger to the public or themselves. The animal handler must remain with the animal at all times.
- e. Adequate food and water must be provided to all animals.
- f. Provisions must be made for sanitary disposal of animal waste. Applicant is responsible for the removal of animal waste from the facility daily.

## **Advertising and Sponsorship**

### **59. Advertising**

- a. Advertising and/or ticket sales for an event are not permitted until a signed Rental Agreement and all applicable fees have been received and executed by the City of Woodstock.
- b. All advertising and promotion materials, including press releases, flyers, radio and/or television spots, and website content shall be reviewed and approved by the City of Woodstock Amphitheater Operations Manager prior to production.
- c. The venue shall be referred to as the “Northside Hospital-Cherokee Amphitheater” in all marketing and promotional materials.
- d. Use of the City of Woodstock, Woodstock Parks and Recreation Department, or its names or logos is prohibited except as a description of location, or unless approved in writing by the Woodstock Parks and Recreation Director or designee.

### **60. Event Sponsorship**

Event sponsorship is permissible for events at the Amphitheater. Any signage or event sponsorship is restricted to areas designated by Management. Generally, event signage and displays are permitted around the stage area. Amphitheater Management must approve of additional locations. The City of Woodstock retains all venue advertising and sponsorship rights.

### **61. Banners and Signs**

- a. Sponsorship banners and signage are allowed within the designated Amphitheater perimeter only and may be displayed only during the event with prior approval from Amphitheater Management. All signs and banners that require tape must use banner tape to avoid damage to the property. Signs and banners must be immediately removed from the site following the event.
- b. The placement of any signs, banners, posters or placards associated with an event must be approved by Amphitheater Management prior to installation. All banners and signs must be professionally executed and comply with any applicable ordinances, rules or regulations of the City of Woodstock. The Amphitheater will remove – at the Applicant’s expense – any unauthorized signs.
- c. Small directional and event promotional signs may be placed in the interior entrances subject to approval in advance by the Amphitheater Operations Manager. Any signs placed outside of the amphitheater will require a temporary sign permit.

### **62. Artist/Performer Contracts**

Applicant shall provide, upon request by Amphitheater Management, a copy of a fully-executed contract- with artist(s)/performer(s) scheduled to perform during its event. If a performer does not appear or perform, as advertised, the promoter will explain to ticket holders (if applicable) why there was no performance and will make refunds, as required.

### **63. Copyrights and Royalties**

Applicants may not violate or infringe upon any copyright, patent, right of privacy or other statutory or common law right of any person, firm or corporation. Further, Applicant shall ensure that all programs, performances, concerts, etc. to be performed involving works protected by statutory or common law copyrights or other proprietary law have been duly licensed or otherwise authorized by the owners of such works or legal representative thereof. Applicant further agrees to indemnify and hold harmless the City of Woodstock, its agents and employees, from any and all claims, fees, expenses or costs including legal fees asserted or incurred with regard to such warranty.

### **64. Filming**

The name "the City of Woodstock, Georgia" must appear in the credits of any event filmed on site and must comply with City of Woodstock Policies and Procedures.

## **Concessions – Food, Beverages and Merchandise**

### **65. Alcoholic Beverages**

- a. The City of Woodstock reserves the right to restrict service of alcoholic beverages to any person or event when the City of Woodstock determines it is in the best interest of the public and the facility. A Special Event Permit is required and must be approved by City Council a minimum of **60 days prior** to the event date.
- b. If approved, all alcoholic beverages must remain within the Amphitheater perimeter, and all sales of alcoholic beverages shall cease one hour prior to the end of the event.
- c. Alcoholic beverages sold by the Amphitheater’s concessionaire must be dispensed in paper or plastic containers.
- d. The City of Woodstock must be listed as “Additional Insured” on insurance policies when alcoholic beverages are consumed or sold at the Amphitheater.

### **66. Concessions/Merchandise Sales**

- a. The Amphitheater shall designate concession space(s) to the Applicant for the sale of merchandise.
- b. The sale of any merchandise or products other than concession items must be disclosed on the application.

### **67. Food and Beverage**

- a. The Amphitheater reserves all concession rights, including but not limited to food and beverages. No food or other edibles or drinks may be served or given away in buildings or on grounds by the Applicant unless authorized by Amphitheater Management.



- b. Amphitheater guests may bring their own food and beverages into the Amphitheater. Food and drinks are available for purchase inside the Amphitheater from the Amphitheater's food and beverage concessionaire(s).
- c. Food Vendors using grease or oil must have at their site a Class K fire extinguisher. They must also use grease mats to avoid spillage onto concrete.
- d. Food Vendors with any heating device must have a Class ABC fire extinguisher at their site.
- e. If grease is dumped down storm/sewer drains, Applicant will be responsible for cleanup costs and fines.

## **Traffic Control and Parking**

### **68. Parking and Traffic Control**

- a. If it is anticipated that traffic control is needed on public roadways as a result of Applicant's event, all costs associated with traffic control will be borne by the Applicant.
- b. Parking is limited at the Amphitheater. There are multiple parking areas in downtown Woodstock. However, the Applicant may be required to utilize shuttle buses to and from parking outside of the downtown area. Upper level parking at the Parkside stores is not permitted.
- c. Parking shall be in designated areas only. Cars may not park on turf, grassy areas or sidewalks. Service vehicles or other heavy equipment shall be allowed only in areas authorized by the City.
- d. Backstage parking is limited to Tour Bus or Production related vehicles only and must display a proper parking pass. Applicant is responsible for official identification of these vehicles.
- e. Event-related personnel must park in the designated parking area(s). Vehicles and/or trailers left on the grounds overnight will be required to purchase a \$25 overnight parking permit and are also restricted to designated parking areas. This service is not available more than 24 hours prior to move-in.
- f. During the move-in, event and move-out periods, the Amphitheater MAY need to provide the necessary parking and traffic staff to maintain all traffic and parking direction accessing on and off Amphitheater property. This includes the placement of traffic cones and directional signage on and surrounding the property and providing direction at loading/parking areas.
- g. These labor expenses are provided in the signed Rental Agreement. Any additional Amphitheater labor expenses related to these services shall be itemized and deducted from the Refundable Deposit following the event.
- h. Vehicles parked in an area not permitted or not having a valid permit shall be at risk of being towed at the owner's expense.

# Guests Rules and Regulations

## **69. Allowable Items or Activities**

- Coolers of 48 quarts and smaller are permitted
- Cloth bags, soft packs 12"x17"x12" and smaller are allowed
- Food and beverages are permitted
- Binoculars are permitted
- Camping Chairs / Bag Chairs / Blankets
- Alcoholic beverages are permitted but must be kept in a cup.
- All coolers, bags and picnic baskets are subject to search.

## **70. Prohibited Items or Activities**

- Smoking or use of tobacco products
- Illegal Drugs
- Plastic or tarps
- Large shade umbrellas
- Tents or tall tables over 2' in height
- Laser pointers
- Coolers larger than 48 quarts
- Recording devices
- Fireworks
- Bullhorns or noisemakers
- Framed backpacks
- Confetti
- Pets or Animals, except as aids to persons with disabilities
- Skateboards or inline skates
- Personal property that is a potential hazard to others (e.g. chains, wallet chains or jewelry with spike edges).
- Fires, open flames, camping and "tailgating"
- Littering
- Gambling
- Loitering
- Flying objects such as Frisbees and beach balls
- Charcoal or gas barbecues
- Pamphlets, inserts, advertising matter, political handbills or the like
- Picketing or solicitors
- All guests must wear shirts, shoes, and pants/shorts/skirts, etc.
- Metal utensils or glass bottles/containers
- Stakes in the ground

## **71. Violations of Guest Rules and Regulations**

- a. Failure to abide by or violations of rules and policies may result in termination/cancellation of event or rental contract, eviction from the premises and loss of future rental privileges.
- b. The City of Woodstock reserves the right to refuse any group the privilege of using the Amphitheater due to abuse of the policies of the facility. In addition, any group 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.
- c. Failure to cooperate with Amphitheater staff, who are enforcing the policies of the City of Woodstock and acting in the performance of their duties, could cause the event to be cancelled and the right to use the facility forfeited without refund.
- d. Anyone found abusing, destroying or removing City property could be barred from the premises.