

Permit #: \_\_\_\_\_  
Date of application: \_\_\_\_\_

**CITY OF BRENHAM**  
**DR BOBBIE M DIETRICH MEMORIAL AMPHITHEATRE RENTAL AGREEMENT**

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**RENTER INFORMATION:**

Renter: (Name of Company, Corporation, Organization, or individual):  
\_\_\_\_\_

Contact Name: \_\_\_\_\_ Day Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
\_\_\_\_\_ Email: \_\_\_\_\_  
Driver's License # \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Event date: \_\_\_\_\_

Requested time of use (circle one): Half day 6am – 2pm; Half day 3pm – 11pm; All Day

Full description of event: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Estimated number of spectators: \_\_\_\_\_

Do you wish to sell souvenir items? \*Yes \_\_\_\_\_ No \_\_\_\_\_ \*If yes, vendor permit is required  
(contact City Secretary for permit)

Do you wish to sell concessions? \*Yes \_\_\_\_\_ No \_\_\_\_\_ \* If yes, a permit is required  
(contact City Secretary for permit)

Do you wish to sell alcohol? \*Yes \_\_\_\_\_ No \_\_\_\_\_ \* If yes, a permit is required  
(contact City Secretary for permit)

Do you expect alcohol consumption (either sold at the event or brought by individuals)?

None \_\_\_\_\_ Low \_\_\_\_\_ Moderate \_\_\_\_\_ High \_\_\_\_\_

Rental Fees as of 11.2011      \$125 Full Day Rental  
   \$ 75 Half Day Rental 6am – 2pm or 3pm – 11pm  
   \$ 25 (optional) for Lights/Sound  
Deposit                                \$100

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**Rental Information, Requirements, & Restrictions**

**RESERVATIONS/DEPOSITS/REFUNDS**

1. All reservation dates are on a first come, first served basis with a minimum two week notice, and are allowed up to a year in advance of the event.

2. Reservations will not be confirmed until the Rental Agreement is completed, signed, and received by the City of Brenham Parks and Recreation Department and the \$100 deposit has been paid at least two weeks before the event.
3. Rental fees must be paid in full within 3 days prior to the event.
4. Deposits shall be used by the Parks and Recreation Department to pick up excessive trash, repair, replace or pay for any property damage that occurs by the Renter or by any participant at the event hosted or produced by the Renter. Additional charges may be assessed for property damages. The unused portion of the deposit may be refunded to the Renter after the event. However, the deposit may be held at the discretion of the Parks and Recreation department for any period of time to determine the full extent of damages and to make all repairs, and/or secure replacements.
5. Refunds of fees and deposits require advance written notice of cancellation at least 2 weeks prior to rental date. No refunds will be given for cancellations occurring less than two weeks from the reserved event. Full or partial refunds may be issued due to rain or inclement weather occurring on the actual date of the event. Refunds will be mailed within 5-7 business days after receiving written notice of the cancellation of the planned event.
6. Vendor permits, concessions permits, and alcohol permits must be obtained at least 5 days prior to scheduled event. Permits should be on hand at the scheduled event.

## GENERAL INFORMATION/RULES

1. **ABUSE OF POLICIES:** The Parks & Recreation Department reserves the right to refuse any group the privilege of the using the Dr. Bobbie M Dietrich Amphitheater and other parks and recreation facilities due to the abuse of policies of the facility or City. In addition, any group charged with an occurrence of abuse may be barred from making any further reservation, and any future reservations may be cancelled at the sole discretion of the City.
2. **MISREPRESENTATION:** Any misrepresentation as to the nature of the event, the number of attendees expected, contact or payment information, or any other falsification of agreement documents will result in the immediate cancellation of the event and forfeiture of all fees paid, and may also result in further legal action and/or the denial of future permit requests.
3. **LAWS & ORDINANCES:** Renter shall comply with all laws, whether federal, state or local, including all ordinances of the City of Brenham and all rules, regulations, and requirements of the Brenham Police Department and Fire Department. All Renters and participants agree to abide by and conform to all rules and regulations that may be adopted by the City from time to time, including any and all changes that might be implemented relating to the amphitheater's operational hours and use policies.
4. **ACCESS:** The amphitheatre is an open-air, unsecured, public facility. The City is not responsible for restricting access during scheduled activities. However, the Renter may charge and collect admission, and may rope off areas to facilitate the collection of admission.
5. **SECURITY:** The City will determine required security, including coordination with the City of Brenham Police Department, if necessary, based on the type of event. Renter will bear all costs associated with security.
6. **ELECTRICITY:** Electricity (sound and light) is provided at the amphitheater for an additional charge of \$25. If electricity is required, power will be turned on for the Renter the day of the scheduled event. Renter is responsible for turning off all lights at the completion of their event. Renter will take all necessary precautions to protect the existing electrical service from overload and damage. Electrical panels may not be modified by any outside electrician. It is the responsibility of the Renter to inspect equipment for compatibility. If the Renter's equipment is not compatible, the Renter's equipment must be properly modified. Modifying the City's electrical panels will result in a fine. Renter is responsible for any and all necessary repairs to the Dr Bobbie M Morrow Memorial Amphitheatre electrical panels as a result of Renter's modification or misuse.
7. **DEFACEMENT OF FACILITY:** No decorative or other materials shall be nailed, tacked, screwed or otherwise physically attached to the Amphitheatre.
8. **CURFEW:** All amphitheater activities must end by 11:00pm.

9. **NOISE/SOUND ORDINANCE:** Sound levels at the Facility may not exceed the levels established by the City of Brenham Code of Ordinances or State Law. Should sound levels exceed the established level or cause a disturbance, or should the content tend to incite an immediate breach of the peace, the City will request that the volume be lowered or the amplification turned off. Failure to comply with this request may result in fines, arrest, termination of the event, and/or forfeiture of deposit and rental fees.
10. **CLEAN UP:** It is the responsibility of the Renter to properly clean the facility immediately after it is used. Any and all supplies and equipment must be removed from the premises prior to departure. Trash must be removed from the stage area, seating area and surrounding ground, and placed into trash cans prior to departure. Failure to properly clean and remove trash will result in loss of deposit.
11. **INSURANCE REQUIREMENTS:** Any event open to the general public requires the Renter to procure and maintain, at its sole cost and expense for the duration of this Rental Agreement, Commercial General Liability insurance in the name of the Renter for limits of not less than \$1,000,000 for personal injury, death, or property damage to rented property arising out of any one occurrence. This insurance policy must cover, in addition to the general public, all entertainers, as well as their support staff, and any other individual participating in or attending the event for which the facility is rented. The General Liability insurance shall be written by a carrier with an A:VIII or better rating in accordance with the current A. M. Best Key Rating Guide, and only insurance carriers licensed and admitted to do business in the state of Texas will be accepted. Renter must furnish proof of coverage through a Certificate of Insurance two weeks prior to the event. The City must be named as Additional Insured with a waiver of subrogation.
12. **INDEMNIFICATION:** It is agreed that the Renter shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with this rental. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Renter, or any third party.
13. **RELEASE:** The Renter hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Lessee's rental. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Lessee, or any third party.
14. **DAMAGE TO PERSONAL PROPERTY:** The City is not liable for the loss or damage of any goods, equipment, or personal items stored on or used at or around the facility premises.

I, the undersigned, for myself and on the behalf of organization designated as "Renter" herein, have read and clearly understand the terms and conditions governing the use of the Dr. Bobbie M Dietrich Memorial Amphitheatre as set forth in this Agreement. I agree to observe and be bound by this Agreement and these regulations, and affirm that by signing this Agreement, I am agreeing to return the facility in a condition that is the same or better than which it was originally found. I understand that a violation of any of these rules or policies may result in a full or partial forfeiture of my deposit, rental fee, denial of future permits, and/or other civil or criminal consequences.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Organization: \_\_\_\_\_

Submit signed contract and payment to:  
 City of Brenham  
 Recreation Office  
 PO Box 1059  
 Brenham, TX 77834

Contact the Parks & Recreation Office at  
 979-337-7250

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**FOR OFFICE USE ONLY**

Rental Fee: \$ \_\_\_\_\_

Light/Sound Fee: \$ \_\_\_\_\_ (optional)

\$100 Deposit paid         Yes     No

Copy of Driver's License     Yes

Vendor Permit Required?     Yes     No

If yes, date approved: \_\_\_\_\_

Food Vendor Permit Required?     Yes     No

If yes, date approved: \_\_\_\_\_

Security Required?         Yes     No

If yes, number of officers: \_\_\_\_\_