

# The Hollow's Joe Ford Amphitheater Rental Agreement



## **Amphitheater Rental Rates**

\$250.00 per day

If applicant's group has a 501C3 non-profit status, the rental fee may be discounted.

## **Cleaning deposit**

There is a \$100.00 refundable cleaning deposit for all Amphitheater rentals. The applicant is solely responsible for the cleanliness and condition of the facility used during the term of the rental and agrees to leave the property in the same condition as found. This includes making sure all trash is picked up and placed in the cans provided at the facility. The \$100.00 cleaning deposit will be refunded by the City of Somerset within 14 days after rental if all terms and conditions are met.

## **Insurance Requirements**

Liability insurance at the following minimal limits is required for all events. Proof of insurance must be submitted to the City of Somerset to Leslie Ikerd, [likerd@cityofsomerset.com](mailto:likerd@cityofsomerset.com) or [events@cityofsomerset.com](mailto:events@cityofsomerset.com), or the rental agreement will be null and void.

**General Liability Insurance:** The applicant must submit a Certificate of Liability Insurance providing proof of a commercial general liability insurance policy or its equivalent, written on an occurrence basis for bodily injury, personal injury, property damage and product liability, with a minimum of \$1,000,000 per occurrence, with an aggregate minimum limit of \$1,000,000 and naming the City of Somerset as the Certificate Holder.

**Liquor (Alcoholic) Legal Liability Insurance:** If the City of Somerset grants permission to sell/serve alcoholic beverages at the event, then the applicant must obtain a license through the local ABC office executive, Janet Wilson; [jwilson@cityofsomerset.com](mailto:jwilson@cityofsomerset.com). The added liquor liability coverage must also be presented at the time of contract completion with the general liability coverage. The liquor (alcohol) legal liability insurance can be endorsed to the general liability insurance policy or purchased separately with the City of Somerset named as the Certificate Holder. The minimum acceptable limit of liability is \$3,000,000 per occurrence with a minimum aggregate limit of \$3,000,000.

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Workers Compensation: If the event involves employees as defined by Kentucky's workers compensation statutes, then the applicant shall show proof of workers compensation insurance coverage in the amounts in excess of state statutes.

## Terms and Conditions

- A.** The Application, if approved, including this Application and all related and accompanying documents and drawings making up the application, shall remain in effect and is binding upon the Applicant and its successors and assigns until the Applicant is relieved by the City of Somerset from all its obligations under this Application, or the Event Termination Date, whichever should come first. A complete copy will be given to the Applicant/Permit Holder upon approval of the Application and thereafter shall be made readily available by the rental applicant for review by proper authorities at the event site and at all times prior to the event Termination Date.
- B.** Certificate of Liability Insurance will be required of the Applicant prior to any approval of rentals in an amount approved by the City of Somerset, by and through the Special Events Coordinator and/or their designee, which shall cover all liabilities associated with the Amphitheater rental. The Applicant shall name the City of Somerset as an additional Endorsed insured on any such Liability Insurance Policy described above or in this Application., the Certificate shall state clearly in writing that the City of Somerset is ***"endorsed on the policy as an additional insured"***.
- C.** It shall be the responsibility of the Applicant and its successors and assigns to maintain all insurance policies, bonds, and other indemnities in full force and effect until the Termination Date, or until the Applicant/Permit Holder is released from its obligations by the City of Somerset, of any approved Permit issued by the City of Somerset pursuant to this Application Process.
- D.** The Applicant/Permit Holder understands and agrees that any application approval issued by the City may be terminated at any time, *for any reason*, upon 30 days written notice to the address of the Applicant as set forth on this Permit Application unless a Permit and/or Application is revoked pursuant to Section "H." of this Application Terms and Conditions.
- E.** The Permit, if approved, is subject to the agreement that it shall not interfere with any similar rights or permit(s) previously granted to any other party, except as otherwise provided by law.
- F.** Applicant/Permit Holder and its successors and assigns, at all times from the date permitted event is commenced until the termination of said Permit, **shall defend, protect, indemnify and hold harmless** the City of Somerset, including but not limited to the Somerset Police Department, from any and all liability claims and demands arising out of the event, the use of highways/streets, event maintenance,

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and/or other undertaking, actions, or inactions of the Permit Holder and/or its successors and assigns, related to, or undertaken pursuant to, the event and/or the event Permit, due to any claimed act or omission by the Applicant/Permit Holder, its servants, agents, assigns, employees, or contractors. This provision shall not inure to the benefit of any third party nor operate to enlarge any liability of the City of Somerset, including but not limited to the Somerset Police Department, beyond that existing at common law or otherwise if this right to indemnity did not exist.

**G.** All Applicants and Permit Holders, and their successors and assigns, shall ensure that the premises for which the Permit is issued, as well as the event itself, is in compliance with all requirements of local, state, and/or federal law/regulations, including but not limited to those imposed pursuant to Title VI of the Civil Right Act of 1964 (42 U.S.C. §2000 et seq.) and other related regulations of the U.S. Department of Transportation in Title 49 C.F.R. Part 21, all as amended.

**H.** Any Permits issued by the City of Somerset, including those issued by and through the City's Special Events Coordinator and/or the Somerset Police Department, are not intended to, nor shall they affect, alter, or alleviate any requirements imposed upon an Applicant/Permit Holder and its successors and assigns, by any other agency, including but not limited to the Commonwealth of Kentucky Department of Transportation, the Kentucky State Police, or any other governmental and/or law enforcement agency.

**The undersigned Applicant, being a duly authorized representative(s) of the individual/organization named above, does hereby agree to all Terms and Conditions set forth in this Application, as well as all other conditions which may be imposed by the City of Somerset, the Somerset Police Department, or any other authority as may be required for a particular event.**

\_\_\_\_\_  
Signature

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

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The rental agreement with the certificate of insurance along with the rental fee and cleaning deposit are to be submitted at least 30 days prior to event for approval.

Leslie Ikerd  
City of Somerset  
306 E Mt Vernon St  
Somerset, KY 42501  
Office (606) 679-6366  
Cell (606) 383-1476  
[likerd@cityofsomerset.com](mailto:likerd@cityofsomerset.com)

Name of Organization/Applicant: \_\_\_\_\_

Address of Organization/Applicant: \_\_\_\_\_

Is your organization a non for profit 501C3? \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Reservation Date(s): \_\_\_\_\_

Load-in Start Time: \_\_\_\_\_ Load-out End Time: \_\_\_\_\_

Event Start Time: \_\_\_\_\_ Event End Time: \_\_\_\_\_

Will alcohol be sold or served at event? \_\_\_\_\_

Brief Description of Use/Program:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of Equipment (if any) to be used during event:

\_\_\_\_\_  
\_\_\_\_\_

**Signature of Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_