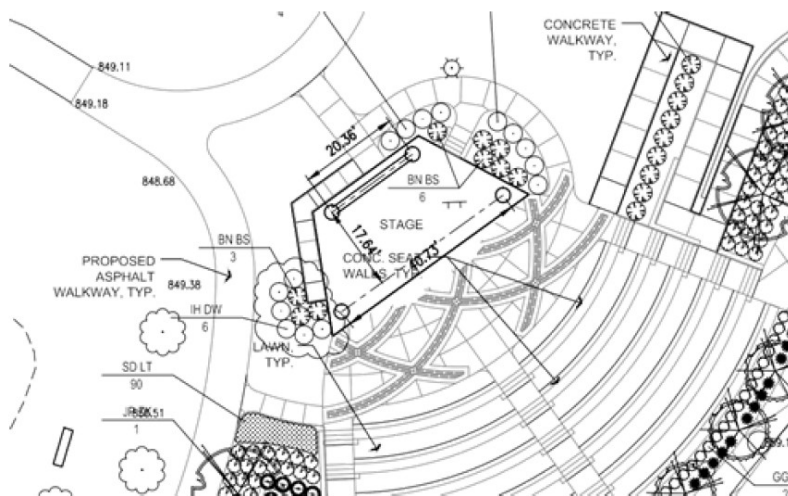




### CITY OF AUBURN HILLS KNIGHT AMPHITHEATER RENTAL INFORMATION

1. Renter is to be present for the duration of the event. Absence of the renter during the event may lead to the immediate cancellation of the rental, immediate termination of the event, the forfeiture of the security deposit, and may prohibit future rentals of City facilities.
2. Renter shall be responsible for the protection of City of Auburn Hills property during the dates and times of this agreement, and shall exercise care to prevent damage to structures, lawns, trees, fences, walks, drives, roadways and other improvements in and adjacent to the areas covered in this agreement.
3. Renter shall maintain the City of Auburn Hills property and facilities in good condition, with reasonable wear expected. Any damage resulting from improper use by renter shall be repaired or replaced by the renter, at renter's own cost, without additional cost to the City.
4. Renter shall use the facility for the purposes stated herein and shall not assign any of its rights to any third-party without written consent from the City.
5. Rentals for the upcoming calendar year are permitted beginning no more than one year prior to the event date.
6. All rentals shall include set up and take down time.
7. Stage size is 40' wide in front, 20' wide in back, and 17' deep.



8. Full payment is due at the time of reservation. If a renter or their activity causes damage, the renter will be responsible for full repair/replacement costs.
9. No refunds to renter due to rain or unfavorable weather. The City of Auburn Hills will make an effort to reschedule if the rental schedule allows, but rescheduling is not guaranteed.
10. Cancellation Policy: This agreement may be cancelled by either party in writing. Rentals will be subject to the following cancellation schedule:

- 100% of rental fees paid, less \$30 cancellation fee, with a 1-month notice
  - 50% of rental fees paid, less \$30 cancellation fee with a 2-4 week notice
  - No refund with 2 weeks or less notice
11. Park Hours are 7:00 am – 5:00 pm or dusk, whichever is later. Rentals must conclude by dusk unless otherwise authorized by the city.
  12. The terraced concrete seating in the Knight Amphitheater area seats approximately 250.
  13. Rentals provide “limited” exclusive use of the Knight Amphitheater only. The park shelter and camping accommodations are a separate rental. The remainder of the park is open for public use. Expect the general public to be walking/visiting the park during rental times.
  14. Pets must be leashed and all other park ordinances apply.
  15. All supplies and equipment must be removed from premises prior to departure. Renter may not store belongings at the Knight Amphitheater.
  16. Trash is emptied and amphitheater is cleaned in the early morning hours. Therefore, it is possible other park uses may use the facility before rental party arrives. If you find there to be an issue, please call the contact numbers provided.
  17. No glitter, rice, confetti or other tiny litter allowed indoors or outdoors.
  18. Any misrepresentation as to the nature of the event, the number of attendees expected, contact or payment information, or any other falsification of permit documents will result in the immediate cancellation of the event and forfeiture of all fees paid, and may also result in denial of future rental requests and/or legal action.
  19. The City reserves the right to refuse any group, person and/or other entity, the privilege of using the Knight Amphitheater and other parks and recreation facilities due to abuse of the policies of the facility or the City or any other reason at the City's sole discretion. In addition, any group, person and/or other entity charged with an occurrence of abuse may be barred from making any further reservations and any future reservations may be canceled in the sole discretion of the City.
  20. Advertising/announcements shall not be made public prior to approval of the “Rental Agreement” by the City. Advertising or announcements, including all marketing materials and collateral and/or related items, must be pre-approved by the City. Renter must receive prior approval to hang any banner or signage on City property.
  21. There shall be no modification of city facilities and improvements, including electrical. Modifying the City's electrical panels will result in a fine. Renter is responsible for any and all necessary repairs to the amphitheater electrical panels as a result of Renter's modification. The following electric service is provided:
    - Four 110V, 20 Amp Circuits
    - One 220V, 50 Amp Circuit



22. Excessive noise is prohibited. Amplified music, speech, and sound must be kept at a respectable level. For the courtesy of neighbors and other park users, sound shall not extend beyond the boundaries of the Knight Amphitheater.
23. Vehicles are not permitted off of public parking lot surfaces. Loading and Unloading can happen from the loading zone on Squirrel Court. Vehicles should return to a public parking area after loading and unloading.
24. Use of the Knight Amphitheater is available for private parties, meetings, reunions, seminars, banquets, graduation open houses, and other events deemed appropriate by the City of Auburn Hills.
  - Political or religious activities and events are not allowed.
  - Activities at the Knight Amphitheater shall not include content that might be interpreted as: Condoning or soliciting unlawful conduct, defamatory, that are abusive, containing offensive sexual conduct and/or content or inciting violence.
  - City noise ordinance applies to all amplified sound.
  - Helium balloons, flowers, and other free standing or non-damaging decorations are permitted. No tape, adhesives, tacks, staples, or other damaging types of fasteners may be used on the walls – indoor or outdoor. Staking in ground is prohibited.
  - Dry ice, candles, lanterns, pyrotechnics or anything involving fire or open flames are prohibited.
  - Charging admission or selling tickets to an event is prohibited.
  - Fundraising, including “passing the hat” is prohibited.
25. No fireworks, including sparklers, are permitted.
26. Alcoholic beverages, including beer, wine, and champagne are allowed only with prior approval of a City official. You may apply for an Alcoholic Beverage Permit with your rental for an additional fee.
27. Alcohol sales are prohibited.
28. Catering or self-prepared food is permitted. Electric is available, sterno type heat is permissible.
29. On-site grilling is permitted as part of food service at a picnic/reception. All grills must be kept on hard surfaces and must not block access on trails and walk ways. They must remain a safe distance from overhangs. Food trucks are allowed in the area as long as people are not being charged for the food – they must be catering food trucks provided by the renter. Food trucks must comply with the parking requirements set forth in section 24 herein. The renter must supply:
  - The fire suppression plans and maintenance logs of any food service companies or food trucks.
  - A copy of the food service license for any contracted food service companies or food trucks.
30. Renter shall be responsible for cleaning and maintaining the Knight Amphitheater and spectator areas by picking up and properly disposing of trash after use.
31. At the City’s sole discretion, the renter shall provide the City with a Hold Harmless agreement and a certificate of insurance that meets the City's requirements. The policy must be received by the City **no later than two weeks** prior to the scheduled event or the reservation will be cancelled.
32. If required by the City, the renter agrees to reimburse the City for its direct costs incurred as a result of the activity/event. Such costs shall include the direct cost to pay police officers or other necessary staff (to be determined by the City), for security, monitoring, traffic, parking, or crowd control. It is acknowledged that the City is the sole judge of the number of staff which may be required to be on duty for the activity/event.
33. Renter is responsible for providing responsible individuals to supervise all renter activities/events to insure compliance with the City of Auburn Hills Park ordinances and all other City ordinances. Renter has responsibility to maintain control over the conduct of participants and spectators while using facilities and must be a good neighbor to adjacent facilities/parking lots/neighborhoods by leaving them free of debris following activities, and **not blocking** parking lots, sidewalks, or roadways **at any time**.

34. There is **no parking** allowed on Parkways Boulevard. This area must remain clear to allow emergency vehicles to access the park if needed. There is also no parking allowed in the private lot on Squirrel Court. Parking is allowed in public city lots, located throughout the downtown area.
35. In the event of inclement weather, the Director has the final authority on whether facilities are usable. If a scheduled event is canceled due to weather, field or other conditions, the renter may attempt to reschedule (based on availability).
36. Violation of the rules of conduct as stated in this packet and on the rental agreement may lead to the immediate cancellation of your rental, immediate termination of your event, the forfeiture of your security deposit, and may prohibit future rentals of City facilities.



## Knight Amphitheater Request Form

City of Auburn Hills  
1827 N. Squirrel Road · Auburn Hills, MI 48326  
auburnhills.org

0523

### CONTACT INFORMATION

Name: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Organization: \_\_\_\_\_ Type of ID Checked: \_\_\_\_\_  
Address: \_\_\_\_\_  
Street (including apt. number) City State Zip Code  
Main Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

### RESERVATION INFORMATION

Event Date: \_\_\_\_\_ Day of Week: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_  
Event Type/Description: \_\_\_\_\_ Number Attending: \_\_\_\_\_  
Total Rental Days: \_\_\_\_\_ x \$350/day (resident) **OR** \_\_\_\_\_ x \$600/day (regular) = TOTAL RENTAL RATE \$ \_\_\_\_\_

*Full payment is due at the time of reservation. Any damage caused by the renter, participants, vendor or anyone associated with the rental will be the responsibility of the renter to pay for any and all damage. Any changes must be done in writing and have City approval. Any changes or cancellations may be charged a \$30 administrative fee.*

### PROHIBITIONS

\_\_\_\_\_ I understand and agree that the following are prohibited:

- Jump house/dunk tank/carnival games
- Charging entry fees, selling tickets, or collecting donations
- Fundraising
- Alcohol sales
- Alcohol use without the proper permit
- Food sales
- Staking of tents or shelters
- Religious or political events and activities
- Dry ice, pyrotechnics, fire, fireworks, sparklers, or open flames
- Glitter, rice, confetti or other tiny litter
- Any event without prior approval
- Any other items prohibited in the Rental Information document

\_\_\_\_\_ I understand and agree that excessive noise is prohibited.

Amplified music, speech, and sound must be kept at a respectable level. For the courtesy of neighbors and other park users, **sound shall not extend beyond the boundaries of the amphitheater.**

**\_\_\_\_\_ I understand and agree that any violation of the prohibitions listed above or the rules of conduct as stated in the rental information packet may lead to the immediate cancellation of your rental, and may prohibit future rentals of City facilities.**

**\_\_\_\_\_ I understand and agree that as the "renter" of this facility I am to be present for the duration of the event. I understand and agree that my absence may lead to the immediate cancellation of the rental, immediate termination of the event, and may prohibit future rentals of City facilities.**

### AGREEMENT - SIGNATURE REQUIRED

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Knight Amphitheater Request Form

City of Auburn Hills  
1827 N. Squirrel Road · Auburn Hills, MI 48326  
auburnhills.org

### SPECIAL USE AND INSURANCE REQUIREMENTS

The City of Auburn Hills requires additional insurance if you are planning an event with any of the following:

Circle One:

YES	NO	Amplified Music or sound	YES	NO	Group/Nonprofit/Corporate Event
YES	NO	Stage Lights	YES	NO	Entertainment
YES	NO	Event promoted to the public			

\_\_\_\_\_ I have received a copy of the Knight Amphitheater rental information.

Initials Required on ONE

\_\_\_\_\_ My event will not include any of the activities listed above OR

\_\_\_\_\_ I will provide insurance for my event, as required by the City of Auburn Hills, with the City of Auburn Hills named as an additional insured.

### CITY OF AUBURN HILLS HOLD HARMLESS AGREEMENT

As required for approval of the \_\_\_\_\_  
(Activity)

\_\_\_\_\_ herein after referred to as "company", "contractor", "individual", "group" or as  
(Name of Individual/Company/Group)

\_\_\_\_\_  
(Abbreviated Name Form)

agrees to release, indemnify, defend, and hold harmless The City of Auburn Hills, including all elected and appointed officials, all employees, representatives, and volunteers, all boards, commissions, and/or authorities, including but not limited to the Tax Increment Finance Authority, Brownfield Redevelopment Authority and the Downtown Development Authority, and their officers, employees, representatives and volunteers from any injuries, liability, damages, expenses, attorney's fees, causes of action, suits, claims or judgments, costs, incurred and/or arising from the Contractor's performing its work, jobs, duties and/or any other actions and/or omissions of the Contractor and/or its employees, representatives and/or agents pertaining to and/or in connection with the Activity.

In addition, \_\_\_\_\_ agrees to furnish an ACORD certificate of insurance  
(Abbreviated Name Form)

as required by the City of Auburn Hills with the description of the ACORD form to read as follows: *It is understood and agreed that the following shall be additional insured: The City of Auburn Hills, including all elected and appointed officials, all employees, representatives and volunteers, all boards, commissions, and/or authorities, including but not limited to the Tax Increment Finance Authority, Brownfield Redevelopment Authority and the Downtown Development Authority, and their officers, employees, representatives and volunteers. The coverage shall be primary to the additional insured and not contributing with any other insurance or similar protection available to the additional insured. This shall not apply to the contractor's required worker's compensation/employer's liability.*

Name of Individual/Company/Group

Witnesses

\_\_\_\_\_

\_\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

### OFFICE USE ONLY

\_\_\_\_\_ Proof of Insurance (attach)    Reservation# \_\_\_\_\_    \_\_\_\_\_ Refund Issued    Date: \_\_\_\_\_