



CITY OF CASTROVILLE

Castroville, Texas

Friends Amphitheater Use Policy

1.0 Purpose

The Friends' Amphitheater is a public assembly facility. The facility is operated for the recreation and entertainment needs of the residents of Castroville and surrounding areas, and is provided as a venue for performances, programs, exhibitions, festivals and other activities that are in the interest of the community. These rules and regulations have been established by the City of Castroville to ensure the Friends Amphitheater, guests, applicants, and related service contractors are provided a safe and enjoyable environment.

The City Administrator has discretion in applying these and other guidelines depending on the circumstances of the event. Any questions, requests for variations or exceptions should be promptly submitted in writing to the Special Events Coordinator, and must be approved by the City of Castroville.

2.0 Reservation Application Process

Applications to reserve the amphitheater will be submitted at City Hall for review and approval. Reservations are on a first come, first served basis. Approval of these request are not guaranteed and are subject to the availability and capacity of the park and grounds to accommodate the request. Programs and activities conducted by or for the City of Castroville and the Friends of the Castroville Regional Park have priority for use of the amphitheater and are not subject to the provisions of this policy.

The applicant will be notified of approval by the Community Development Office.

Reservation request must be made at least 45 days prior to the event and will be accepted up to one year in advance, excluding events sponsored by the City of Castroville or the Friends of the Castroville Regional Park

The application must be submitted with the following items attached:

- Registration fee & Deposit
 - Proof of liability insurance
 - Schedule of event, including rehearsal, set up and clean up time
 - Audience and Seating Plan
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- Parking and Traffic Control Plan
- Security Plan
- Portable Restroom Plan for events of 300 or more attendees
- Concession plan

3.0 Reservation Fees & Deposit

The amphitheater rental fee is assessed per day. In support of the Friends of the Castroville Regional Park, 10% of gross revenues such as admission charges, sales or concessions will go to the Friends of the Castroville Regional Park for Amphitheater maintenance, operating costs and Castroville Regional Park improvements. The Friends of the Castroville Regional Park shall provide to the City an income and expense report every six months.

Fee Schedule

Class 1: No Charge for events sponsored by the City of Castroville or the Friends of the Castroville Regional Park.

Class 2: \$750 for Commercial events with admission charge (+ 10% of gross sales and concessions).

Class 3: \$500 for Events with no admission charge (+ 10% of gross sales and concessions).

Class 4: \$250 for non-profit organization (+ 10% on gross sales & concessions). IRS determination letter must be attached as proof of status.

A separate agreement will be required for Class 2-4 events to detail the assessment of the 10% of gross sales and concessions.

A security deposit of \$300 must be submitted with the reservation application. The deposit will be returned to the reservation holder provided that no amphitheater or park policies were violated, the site is left clean, and there were no damages to the facility or park space.

4.0 Concessions

The operations and management of concessions will be the sole responsibility of the reservation holder and will not be provided by the City. If it is the desire to open concessions during the approved event, the reservation holder can do so and will be responsible for securing any state,

county or city permits required for food preparation and retail sale of food. As stated on the reservation fee section, 10% of concession revenues will be given to the Friends of the Castroville Regional Park.

5.0 Users Rules and Responsibilities

- a.** Reservation is for the amphitheater only. All other park attractions and facilities are open to the public unless reserved separately.
 - b.** Consumption or possession of alcoholic beverages is strictly prohibited. A permit can be requested for special events from the City Secretary.
 - c.** Leave the amphitheater and grounds in the same condition in which it was found.
 - d.** All equipment and trash must be removed within 12 hours of the conclusion of the event. Trash cans are available on site. If you use additional trash bags they must be tied and placed near a trash can ready for pick-up. Glass containers are NOT permitted in the park area due to safety considerations.
 - e.** Park all motor vehicles in designated parking areas. Vehicles are not permitted on fields without prior permission from the City.
 - f.** Do not block or rope off any area at the site without prior permission from the City.
 - g.** Accept responsibility for all persons associated with function. If you are hosting an event that is open to the general public, you are still responsible for any/all damages or problems associated with your guests.
 - h.** Reservation holder must procure and maintain, at its sole cost and expense for the duration of this Use Agreement, Public Liability insurance covering the proposed use or activity in the name of the Renter, naming the City of Castroville as additional insured. Public liability insurance shall be required as follows:
No insurance shall be required for events that use a park or park facilities for activities for which the park or park facilities were designed and that do not bring temporary portable facilities, structures or devices into the park.
Public liability insurance in the amount of one million dollars (\$1,000,000.00) for all claims arising out of a single accident or occurrence and three hundred fifty thousand dollars (\$350,000.00) for any one person in a single accident or occurrence, naming the city as co-insured, shall be required for festivals, concerts or celebration events that involve moderate risk that are open to the general public and that are expected to have an
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attendance of one thousand five hundred (1,500) or less or any other event or activity that, in the judgment of the director, involves a moderate risk of injury. The insurance policy must cover, in addition to the general public, all entertainers and their support staff and any other individual participating in or attending the event for which the facility is rented. 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 no later than two weeks prior to the event.

- i.** The reservation holder shall be responsible for the supervision of parking and the supervision and control of spectators.
- j.** Reservation holder and spectators shall follow all Chapter 82, Parks and Recreation, in the Castroville Code of Ordinances, Castroville Regional Park Rules and Regulations, and the Castroville Regional Park Special Events Guidelines.
- k.** Failure to adhere to any or all of the above policies may result in the approved reservation holder being asked to leave the facility, forfeiture of deposit, and loss of future reservation privileges. If reservation holder is asked to leave for failure to comply with this policy or city ordinances, no fees will be refunded.
- l.** Reservations are not transferable.
- m.** Cancellations must be given in writing to the City of Castroville. If cancellation is made within 10 days of the event, 50% of rental fee will be forfeited. If the Amphitheater is not used and cancellation notice has not been given, 100% of the rental fees may be forfeited at the discretion of the City Administrator.
- n.** Applicants must be a minimum of 21 years of age.
- o.** The City of Castroville will determine required security, including coordination with the Castroville Police Department, if necessary, based on the type of event. Renter will bear all costs associated with security.
- p.** Reservation holders and guest must comply with federal, state or local laws, including all ordinances of the City of Castroville.

6.0 General provisions

- a.** Electricity is provided at the Amphitheater (200 amps). The cost of additional electrical supply is the sole responsibility of the Renter.
 - b.** The City does not supply storage space for event supplies or equipment.
 - c.** The City does not provide additional tables, trashcans, lighting or other items.
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7.0 Resolution

The City of Castroville reserves the right to modify these policies and procedures and to develop and enforce such additional rules and regulations as may be required for the protection of the parks, facilities, staff, guests, applicants, and related service contractors.

These policies are a guideline for all events held on the Friends Amphitheater property. All events; however, are unique and may have different requirements depending on the nature of the event and its associated activities. This document does not attempt to address every rule or special condition that may apply to possible events.

To the fullest extent permitted by law, the approved reservation holder, agrees to hold harmless the City of Castroville against any and all claims, liabilities, actions, damages, judgments, expenses, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, however caused, which arises out of, results from, or is any way directly or indirectly connected or associated with the approved reservation holder and/or guests, patrons, members, agents, invitees and employees.
