

Subject: Siluria Mill Amphitheater

Rental Policy Policy No.:

Effective Date:

Mayor's Signature:

POLICY

The Siluria Mill Amphitheater may be reserved and used for special events and performances. Rental includes permanent restrooms, plaza, stage, dressing rooms, green room, loading area and terraced lawn seating areas.

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 of the number of the recommended number of portable toilets is at the discretion of the Parks and Recreation Director.

The Siluria Mill 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.

Reservation Procedures

1. Reservations are accepted on a first-come, first-serve, first pay basis. The full facility may be reserved up to 6 months in advance upon receipt of an application and deposit. All prospective Applicants must complete a Rental Application form, application fee, and submit it to the City of The application must contain all required attachments, including an event proposal, proposed event layout plan, licenses and insurance documentation if applicable.
 2. The City of Alabaster 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 Alabaster. 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 Siluria Mill Amphitheater or other venues
 - Ability of the City of Alabaster to adequately support the event
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- Safety concerns
 - Financial return to the City of Alabaster
 - Impact on the surrounding community
 - Other events previously scheduled by the City or its entities.
3. No oral agreements for use of the Siluria Mill 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.
 4. Payment in full is due within 5 business days after receipt of an approved application.
 5. Reservations are tentative until a Rental Agreement is signed by the applicant, executed by the City of Alabaster, and all appropriate fees are paid. The application must contain all required attachments, including an event proposal, proposed event layout plan, licenses, and insurance documentation.

Rental Agreement

1. Once the payment is received, the Special Events 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 Siluria Mill 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.
2. The Rental Agreement is solely between the applicant and The City of Alabaster; 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.

B. Access by Facility/The City of Alabaster Personnel

1. In performance of their duties, Rental Facility/The City of Alabaster personnel shall have the right to enter the areas contracted by the Applicant. Any working staff person representing the Facility/The City of Alabaster 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/The City of Alabaster personnel.
2. Nothing contained in the Rental Agreement shall be considered to prohibit the City of Alabaster, its Police Department, Health Department, Shelby County or any other State agency, its agents or its employees from entering the rented premises for the purpose of discharging their lawful duties.

C. Accommodations for Guests with Disabilities

1. The Siluria Mill 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-serve basis.

2. 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.

3. 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 name and number followed by word "voice"] “.

D. Advertising

1. Advertising for an event is not permitted, nor may tickets go on sale until all charges due and a signed Rental Agreement have been received and executed by The City of Alabaster.

2. 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 Alabaster Special Events Coordinator prior to production.

3. The venue shall be referred to as the "Alabaster's Siluria Mill Amphitheater" in all marketing and promotional materials.

4. Use of the City of Alabaster, Alabaster Parks and Recreation Department or names or logos is prohibited except as a description of location, or unless approved in writing by the Alabaster Parks and Recreation Director or designee.

E. Amplified Sound and Noise

1. 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.

2. 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, Siluria Mill Amphitheater Management will request that the volume is turned down. Failure to comply with such a request shall constitute a violation of the Alabaster City Code and be cause for fines, immediate termination of the event, and forfeiture of deposit and rental fees.

3. 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.

4. No profane, lewd, indecent or slanderous speech or music shall be audible at the property line.

F. Artist/Performer Contracts

Applicant shall provide, upon request by Siluria Mill 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.

G. "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 an and all damage.

H. 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 Alabama.

I. Common Areas

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

J. Compliance with City, 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 Alabama, and the City of Alabaster 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 Alabama, the City of Alabaster, 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.

K. Coordination and Communication

The City of Alabaster's Special Events Coordinator will work with each event to provide the necessary coordination to hold events at the Siluria Mill Amphitheater. All communications between the Applicant and the City of Alabaster shall be through the Special Events Coordinator.

L. Contractors

1. Applicants must provide a list of contractors that will be used during the event at least 30 days prior to the first move-in day. Contractor staff shall always conduct themselves in a professional manner, which includes following all policies and procedures governing the Siluria Mill Amphitheater.
 2. All contractors must be properly licensed to do business in the state of Alabama and the City of Alabaster.
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3. Siluria Mill Amphitheater Management reserves the right to review any contracts between Applicants and other parties involved in the event.

M. 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 Alabaster, its agents and employees, from any and all claims, fees, expenses or costs including legal fees asserted or incurred with regard to such warranty.

N. Courtesy Credentials

Applicant shall provide courtesy credentials for Siluria Mill Amphitheater Management and City of Alabaster 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 for staff and security.

1. Curfew and Time Limitations of Performances and Sound Checks/Rehearsals

1. 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.

2. Sound checks and rehearsals must conclude one hour prior to doors opening for the event.

3. Individual exceptions for use of the facilities beyond normal hours of operation must be approved by Siluria Mill Amphitheater Management. Any additional costs associated with the extension are the applicant's responsibility.

4. During ticketed events, doors open two hours prior to show time.

P. 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 Siluria Mill Amphitheater based on the grounds of race, religion, color, creed, national origin, sex, marital status, sexual orientation, age or the presence of any sensory, mental or physical disability.

Q. Event Communications

Applicant is responsible for obtaining an efficient form of communication for its event staff.

R. Event Sponsorship

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

S. Coordination of Services (Exclusive Services)

To best serve its guests and to maintain the integrity of the Siluria Mill Amphitheater facilities, it is the policy of the City of Alabaster 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:

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

T. Filming

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

U. Force Majeure

The City of Alabaster 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 Alabaster. The City will not make any refunds for, or reschedule any events cancelled as a result of a force majeure.

V. Hold Harmless

Applicant agrees to hold the City of Alabaster, 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, it's agents, invitees, officers and employees.

Applicant further agrees to the fullest extent permitted by law, to defend, indemnify and hold harmless the City of Alabaster 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.

W. Inclement Weather

The Siluria Mill 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 Siluria Mill Amphitheater Management to receive information about whether the facility conditions are conducive to holding the event, or to reschedule. The decision of Siluria Mill Amphitheater Management is final. The Siluria Mill Amphitheater does not reserve dates for inclement weather back-up.

X. 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 Alabama, Shelby County and the City of Alabaster.

Y. Lost, Found or Abandoned Property

The Siluria Mill Amphitheater is not responsible for the theft, loss, or damage to any items left in the Siluria Mill Amphitheater. The Lost and Found is located at the Alabaster Parks and Recreation Department Administration Offices located at the Siluria Mill Amphitheater. The City of Alabaster 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 Siluria Mill Amphitheater Management.

Z. Misrepresentation of Event

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.

AA. 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.

AB. Applicant's Property

The City of Alabaster shall assume no responsibility for any property placed on its facilities or grounds. Further, the City of Alabaster, 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.

AC. Applicant Responsibilities

1. Applicants are solely responsible for organizing, financing, advertising, and conducting the event and activities stated on the Rental Application. Neither the City of Alabaster nor the Siluria Mill Amphitheater shall be a sponsor or supporter of an event unless agreed to in writing.
2. Applicant shall pay for talent, sound and lights, stagehands, fencing, 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 Siluria Mill Amphitheater.
3. 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.
4. Applicant shall provide the Special Events Coordinator 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.

AD. Sublease

Applicants cannot sublease or assign its reservation to another individual, group, or organization

AE. Taxes

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

AF. 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 Siluria Mill Amphitheater and shall be limited to . Admission fees collected are subject to a \$2 per ticket facility fee to support maintenance, repairs, and improvements to the facility.

AG. Use of Space

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.

CONCESSIONS - FOOD BEVERAGES AND MERCHANDISE

A. Alcoholic Beverages

1. The City of Alabaster reserves the right to restrict the service of alcoholic beverages to any person or event when the City of Alabaster 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 90 days prior to the event date.

3. If approved, all alcoholic beverages must remain within the Siluria Mill Amphitheater perimeter, and all sales of alcoholic beverages shall cease one hour prior to the end of the event.

4. Alcoholic beverages sold by the Siluria Mill Amphitheater's concessionaire must be dispensed in paper or plastic containers.

6. The City of Alabaster must be listed as "Additional Insured" on insurance policies when alcoholic beverages are consumed or sold at the Siluria Mill Amphitheater.

B. Concessions/Merchandise Sales

The Siluria Mill Amphitheater shall designate concession space(s) to the Applicant for the sale of merchandise.

C. Food and Beverage

1. The Siluria Mill 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 Siluria Mill Amphitheater Management.

2. Guests at Siluria Mill Amphitheater may bring their own food and beverages (no alcohol) into the Siluria Mill Amphitheater for non-ticketed events. Food and drinks are available for purchase inside the Siluria Mill Amphitheater from the Siluria Mill Amphitheater's food and beverage concessionaire(s). Ticketed events may limit allowing outside food and beverages not sold by vendors at the event from the ticketed area.

3. No Applicant or his/her caterer will be allowed to use the amphitheater grounds unless a prior reservation has been made and the appropriate rental fees and deposits paid.

D. Merchandise

The sale of any merchandise or products other than concession items must be disclosed on the application.

Siluria Mill Amphitheater Use and Maintenance Policies

A. Siluria Mill Amphitheater Property

Property belonging to the Siluria Mill 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 Siluria Mill Amphitheater Management prior to

the event and will be performed by Siluria Mill Amphitheater personnel.

B. Animals

1. Animals and pets are not permitted on the Siluria Mill Amphitheater property except in conjunction with an authorized performance or event, or as aids to people with disabilities.
2. Where an animal is used in an authorized event or performance, all federal, state and local laws and regulations must be followed to ensure the safety of the animals, guests, and any other persons.
3. Animals must be confined to a specific area by means of a properly enclosed pen, cage, stall, collar or harness when not performing.
4. 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 always remain with the animal.
5. Adequate food and water must be provided for all animals. Provisions must be made for sanitary disposal of animal waste. Applicants are responsible for the removal of animal waste from the facility daily.

C. Banners and Signs

1. Sponsorship banners and signage are allowed within the designated Siluria Mill Amphitheater perimeter only and may be displayed only during the event with prior approval from Siluria Mill 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.
2. The placement of any signs, banners, posters or placards associated with an event must be approved by Siluria Mill 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 Alabaster. The Siluria Mill Amphitheater will remove - at the Applicant's expense - any unauthorized signs.
3. Small directional and event promotional signs may be placed in the interior entrances subject to approval in advance by the Special Events Coordinator.

D. Clean Up and Custodial Services

1. The Applicant will receive the facility in a "broom clean" condition prior to the move-in period. During the event, the Event Promoter 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.
 2. The 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. To secure the deposit
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refund, the facility should be left as it was found.

E. Confetti, Glitter and Streamers

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

F. Damage or Defacement of Facility, Equipment and Property

1. The Applicant accepts the Siluria Mill Amphitheater in good order and agrees to return it to the City of Alabaster in the same condition, normal wear and tear excepted. The Applicant is responsible for any damage to permanent fixtures, trees, plants, furniture, fixtures, equipment or any Siluria Mill 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.
2. The Siluria Mill Amphitheater will not furnish any tools or materials.
3. Nails, tacks, staples, brads, etc. may not be driven into any portion of the Siluria Mill 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 Siluria Mill Amphitheater Management.
4. Use of tape on City equipment or building structures is prohibited unless prior authorization by Siluria Mill Amphitheater Management and only gaffer, spike or glow tape may be used. No exhibit may be displayed around the Siluria Mill Amphitheater or suspended from permanent fixtures or beams without the permission of Siluria Mill Amphitheater Management.
5. Decorations are not permitted on ceilings, painted surfaces, columns, fabric, decorative walls or fire sprinklers.
6. All decorative materials must be flameproof in accordance with fire regulations.
7. Adhesive backed decals, event signs, flyers, postcards and stickers may not be distributed anywhere on the premises.
8. The construction of sets is limited to designated areas. The work area must be kept clean and be cleared upon completion of construction.

G. 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 Siluria Mill Amphitheater Management will not be responsible for any freight shipped to or from the Siluria Mill Amphitheater.

Similarly, all event materials must be removed during move-out.

H. Electrical Use

1. 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 Siluria Mill Amphitheater is the sole responsibility of the applicant.
2. The applicant will take all necessary precautions to protect the existing electrical service from overload and damage.
3. All electrical work shall be performed by licensed personnel only. A City of Alabaster electrician or a State of Alabama-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.
4. 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. Siluria Mill Amphitheater Management reserves the right to withhold electrical power until the City of Alabaster electrical inspector approves the connection. The City of Alabaster reserves the right to inspect and approve or reject all electrical installations.

I. 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 Siluria Mill Amphitheater Management. Drilling or hammering stakes into concrete or paved surfaces is not permitted.

J. Inspections

1. A Facility Rental Inspection must be conducted by the Special Events Coordinator prior to and following each reservation and must be signed by the Applicant.
2. The Applicant is required to notify the Special Events Coordinator when they have completed use of the reserved area to commence the Check-In/Check-out procedure. Failure to check out with Siluria Mill Amphitheater Management will result in forfeiture of the damage deposit.
3. The Applicant or his/her representative must remain at the Siluria Mill Amphitheater until the event is over and all participants, audience, equipment and/or property have been removed. Siluria Mill Amphitheater Management must pre-approve any exceptions to this policy, in writing.

K. Move-in/Move-out (Load-In/Load-Out)

1. The Applicant is responsible for all activities related to setting up for, and cleaning up after, an event. The Siluria Mill Amphitheater must be returned to the condition prior to setting up an event.
 2. 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 Siluria Mill Amphitheater Management and will be charged at
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the appropriate rate.

3. City of Alabaster personnel are not available to assist with loading or unloading event equipment or materials.

L. Rigging

1. A licensed and insured professional rigging company, pre-approved by Siluria Mill Amphitheater Management, must provide all rigging. The Applicant is responsible for all costs associated with the rigging company. Applicants may only contract and use rigging companies from the Siluria Mill Amphitheater's list of qualified, licensed, insured, and approved professional rigging companies

2. All rigging in the Siluria Mill Amphitheater shall be in accordance with all national, state, and local safety codes, including, but not limited to OSHA and City of Alabaster policies.

3. 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.

4. Siluria Mill 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.

5. No rigging is allowed in Green Rooms or Dressing Rooms.

M. Sound and Lighting

No on-site lighting and sound equipment is available at the Siluria Mill 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. Applicants may only contract and use sound and lighting companies from the Siluria Mill 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.

N. Smoking and Tobacco Products

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

O. Storage

1. Limited storage is available at the Siluria Mill Amphitheater.

2. All materials (other than backdrops) and equipment must be removed immediately after each event.

3. The City of Alabaster 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.

P. Tents

1. Tents, tables or other equipment are permitted with prior approval from Siluria Mill Amphitheater Management.
2. All tents must be secured using alternative means such as water barrels or sandbags. Any tent placed on sidewalks, concrete or asphalt surfaces must have rubber tips under the footings.
3. Tents must be erected by a company licensed to do business in the state of Alabama, must furnish proof of general liability insurance, and all applicable fire/tent inspections and temporary structure permits obtained, if necessary.

Q. Waste Removal

1. The Applicant is responsible for the costs of providing sufficient trash dumpsters of adequate size based on the anticipated number of event attendees. Applicant shall be charged for the costs of each dumpster as well as the costs of all trash hauls. Applicants must use companies from the City's Commercial Waste Company Franchise list
2. 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.

Indemnification and Insurance Requirements

Note: Event sponsors and participants at City of Alabaster-sponsored events (e.g., Concerts in the Park, Movie Nights) are not required to provide insurance.

1. Indemnification

- The City of Alabaster is not responsible for property placed on its premises.
- The Applicant agrees to indemnify and hold harmless the City, its officials, agents, and employees from any claims, damages, or liabilities arising from the actions or omissions of the Applicant or anyone admitted to the facility by the Applicant.
- The Applicant accepts full responsibility for the behavior and conduct of all persons admitted by them.

2. Insurance Requirements

- Unless exempt as noted above, all Applicants must provide a Certificate of Insurance no later than 10 business days prior to the event.
- All insurance must name the City of Alabaster as an Additional Insured, be issued by a licensed Alabama insurer, and cover the full duration of facility use (including setup and teardown).

Required Coverages:

A. Workers' Compensation and Employer's Liability

- Statutory coverage required
- \$500,000 per accident/disease/employee

B. Commercial General Liability

- \$1,000,000 per occurrence
- \$2,000,000 aggregate (products/completed ops)
- \$1,000,000 personal & advertising injury
- \$300,000 fire damage

C. Business Auto Liability

- \$500,000 per occurrence
- Covers owned, non-owned, and hired vehicles

D. Liquor Liability (if alcohol is sold or served)

- \$500,000 per occurrence

E. Crime Coverage (if revenues are payable to City)

- \$100,000 each for: Employee Theft, Forgery, Computer Fraud, Funds Transfer Fraud, and Loss of Money/Securities
- Must name the City as Loss Payee and include Third Party Endorsement

Additional Conditions:

- Insurance is primary and non-contributory with a waiver of subrogation in favor of the City.
- Coverage must align with the hold harmless clause in the Rental Agreement.
- Certificates must be submitted to the Special Events Coordinator and list:

Certificate Holder:

The City of Alabaster, Alabama
1953 Municipal Way
Alabaster, AL 35007

- Failure to provide required insurance may result in event cancellation.

Traffic Control, Parking, and Event Safety

Traffic Control and Parking

- If traffic control on public roadways is required due to the event, all associated costs shall be the responsibility of the Applicant.
 - Parking is limited near the venue. Applicants may be required to coordinate shuttle services from remote parking areas as directed by the City.
 - Parking is allowed only in designated areas. Parking on turf, grassy areas, sidewalks, or other unauthorized locations is prohibited.
 - Limited backstage and overnight parking may be available by permit only and must comply with City guidelines.
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- The City will manage on-site traffic and parking operations during the event period, including signage, access control, and general direction. Costs may be deducted from the Applicant's deposit.
- Vehicles parked without valid permits or in unauthorized areas may be towed at the owner's expense.

Event Safety and Security

- No event may exceed the posted maximum occupancy of 5,000 guests. The City reserves the right to monitor and restrict entry if capacity is reached.
- Emergency medical support is the Applicant's responsibility. Events anticipating more than 500 attendees will be reviewed by the Alabaster Fire Department for specific EMS staffing needs. The cost for such personnel will be borne by the Applicant and paid to the City at the rates set by the City..
- Fire safety measures must comply with City of Alabaster Fire Code. Open flames, pyrotechnics, and lasers require prior written approval by the City.
- The Applicant is responsible for implementing a security plan in coordination with the Alabaster Police Department. Events with expected attendance over 500 will be reviewed by the City to determine staffing needs. Applicants may propose use of private security, subject to City approval.
- The City may require the presence of uniformed law enforcement officers from one hour before until one hour after the event. The cost for such officer will be borne by the Applicant and paid to the City at the rates set by the City.
- Weapons, including lawful concealed firearms, are prohibited unless carried by law enforcement or expressly approved by the City for event purposes.
- Sidewalks, exits, fire lanes, and safety equipment must remain unobstructed at all times. Flammable materials must meet fire safety standards.
- The City's Building Department must approve and permit all temporary structures or electrical installations, including tents, stages, or lighting.

Siluria Mill Amphitheater Use Fees and Policies

A. Payment of Fees and Deposits

1. All fees payable to the City of Alabaster in connection with renting the Siluria Mill Amphitheater shall be paid with a corporate check, money order, cashier's check or credit card (MasterCard or VISA) within 10 business days following the initial deposit and upon final execution of the Rental Agreement. If full payment is not received by this time, The City of Alabaster 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.

2. 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.

B. Security Deposits

1. The minimum security deposit (1/3 of projected expense) is required at the time an application is submitted to the Siluria Mill Amphitheater Events Office. Depending upon the scope and nature of the proposed event, the City may use its discretion to increase the amount of security deposit.

2. 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 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:

- a) All terms of the contract have been met.
- b) All facilities are left in good and clean condition.
- c) Cancellation procedures have been followed.

3. An advance damage deposit does not relieve the Applicant of the obligation to provide a Certificate of Insurance as outlined in the Facility Rental Agreement and these policies, nor does it limit the City's right to charge the Applicant for the full amount of damages incurred.

4. If no damage is found, or if the deposit posted exceeds the damage claim, the excess damage deposit will be applied to any outstanding charges for rental, equipment, or services. Any remaining deposit will be refunded by City of Alabaster check or credited to the original credit card.

C. Fee Waivers

For events produced by a governmental entity or 501(c)(3) not for profit organization, the Parks and Recreation Director may, at his/her discretion, may waive application fees and rental fees for the usage of the Siluria Mill Amphitheater provided that said use is determined to be in the best interest of

the City of Alabaster and serves the civic interests of its residents. No waivers shall be granted for personnel-based or other expenses incurred or provided by the City of Alabaster.

D. Returned Check Policy

Any returned checks on a damage deposit or rental fee will result in a \$25 service fee. Upon receipt of a returned check, any and all reservations will be immediately cancelled.

Facility Rental and Deposit Rates

1. All fees for the Siluria Mill Amphitheater are established by the City of Alabaster City Council and are subject to change.

2. Rental charges refer to the rental of the facility and do not include the cost of any labor or other costs not explicitly stated otherwise. User costs vary depending on the nature of the user.

3. Rental fees include an appropriate number of staff for restroom/facility cleaning, trash removal, maintenance, etc. during the duration of the event.

4. Rate Categories and Fees

Civic and Educational Events	\$ 500	(Per 6 Hour Minimum)
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Events that are promoted or sponsored by a public, civic, educational, religious or charitable organization. Organizations must be physically located in Shelby County, Alabama.

A private, non-profit group must be registered with the Alabama Department of State and have a 501 (c)(3) status.

No admission, entry, or any other fees, donation or revenue producing activities may be utilized or charged.

Any costs for services provided by and incurred by the City of Alabaster 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.

Non-Profit Benefit Events	\$1,000	(Per 6 Hour Minimum)
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Events that are promoted or sponsored by a civic, educational, religious or charitable group or organization. Organizations must be physically located in Shelby County, Alabama.

A private, non-profit group must be registered with the Alabama 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 Alabaster 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)
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Closed to the public with no admission or entry fees may be charged

Non-revenue producing event

Any costs for services provided by and incurred by the City of Alabaster 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 I For Profit Events	\$7,500	(Per 6 Hour Minimum)
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Open to the public where the primary objective is making a profit

Admission or entry fees are charged Sponsor signage

Each additional hour of rental time required beyond the six-hour minimum will incur a fee of \$500 per hour.

Commercial I For Profit Events require payment in full at the time of reservation.

5. There will be no concerts or other Special Events scheduled on City of Alabaster holidays.

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

E. Payment for Emergency Medical and Police Personnel

1. Applicants employ, at its sole expense, police and emergency medical personnel as required by the City of Alabaster 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 Alabaster and is not considered overtime.

2. When City of Alabaster off-duty public safety personnel are to be provided, a separate escrow deposit must be provided to the Special Events Coordinator at least 10 days prior to the event for the estimated personnel costs associated with police and emergency medical personnel.

3. Applicants shall pay all assigned public safety personnel at the end of their shift on the day of the event in cash or certified check.

F. Non-City of Alabaster-sponsored events will be limited to one (1) event per month unless approved by the Alabaster City Council.

Cancellations and Refunds

A. Cancellations and Refunds

1. 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.

2. 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 deposit and rental fees.

3. In the event that the Siluria Mill Amphitheater is unable to deliver possession of the facilities, it will refund all deposits and rental payments to the Applicant in their entirety.

Guests Rules and Regulations

1. 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
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- Camping I Bag Chairs
- Blankets are permitted only in designated
- All coolers, bags and picnic baskets are subject to search.

2. Prohibited Items or Activities

- Illegal Drugs
- Plastic or tarps
- Large shade umbrellas
- Tents
- Laser pointers
- Coolers larger than 48 quarts
- Recording devices
- Fireworks, firearms, weapons or items considered as weapons (e.g. guns, knives, sticks, 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

Violations of Guest Rules and Regulations

1. 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.

2. The City of Alabaster reserves the right to refuse any group the privilege of using the Siluria Mill 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.

3. Failure to cooperate with Siluria Mill Amphitheater staff, who are enforcing the policies of the City of Alabaster 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.

4. Anyone found abusing, destroying or removing City property could be barred from the premises.