

**CITY OF MIDDLETOWN
SHOWMOBILE USE AGREEMENT**

THIS AGREEMENT is entered into this _____ day of _____, _____, by and between the **CITY OF MIDDLETOWN**, One Donham Plaza, Middletown, OH 45042 (hereinafter the "City"); and _____ (hereinafter the "Borrower"), upon the mutual promises and covenants contained herein.

1. The City shall allow the Borrower to use the equipment which is particularly described in Exhibit "A" hereto, hereinafter referred to as "Showmobile," on _____(date) at _____(time) _____(address) for _____(event).
2. The Borrower shall comply with all the requirements of the Showmobile Use Policy, including payment of the damage deposit and proof of insurance at the time of reservation and full payment of user fee at least two weeks in advance of use. A copy of the Showmobile Use Policy is attached hereto as Exhibit "A".
3. The Borrower shall indemnify and hold the City harmless for any death, bodily injury, damage to persons or property, or any other injury or damage to any third party arising from the use (and/or transport and set up, where applicable) of the Showmobile, except for injury to persons or property resulting from structural or mechanical failure of the Showmobile caused by the negligence of the City or its employees. The Borrower shall carry liability insurance in an amount equal to or greater than \$500,000 per person and \$1,000,000 per incident for personal injury and \$500,000 for property damage, and shall provide certification of such insurance, showing the City of Middletown as additional insured, at least fourteen days prior to the date of the use of the Showmobile. The Borrower hereby waives any claims including all claims for injury to property or persons which may arise as a result of Borrower's use (and/or transport and set up, where applicable) of the "Showmobile".
4. The Borrower shall be responsible for the Showmobile while in use, and shall return the Showmobile to the City in the same condition as prior to the use by the Borrower. The Borrower shall reimburse the City the cost, if any, to return the Showmobile to its condition prior to Borrower's use, as determined by the City. If the Showmobile is returned without damage, the damage deposit paid at the time of reservation will be refunded in full to the Borrower.
5. The Showmobile shall be delivered at the place and time requested by the Borrower, and such time must be at least two and one-half hours prior to the actual use of the Showmobile to permit setup. The Showmobile shall be set up and removed by the City of Middletown. The City of Middletown will not be responsible for nor assist in the setup of any other equipment.
6. The City may cancel this agreement at any time prior to the actual use of the Showmobile. The City shall not be liable for any expenses, costs, damages, lost profits, etc., which may be alleged to have resulted from the cancellation of this agreement, and the Borrower hereby expressly waives any such claims for expenses, costs, damages, lost profits, etc. arising from the cancellation of this agreement by the City.

7. This Agreement is the complete agreement of the parties hereto, and shall not be amended except in writing, signed by both parties.
8. This Agreement shall be governed under the laws of the State of Ohio.
9. In the event that any paragraph of this agreement is determined to be invalid or unenforceable, it shall be severed as if the unenforceable provision did not exist.

BORROWER

APPROVAL

Organization: _____

CITY OF MIDDLETOWN

By: _____

By: _____

Date: _____

Date: _____

**EXHIBIT A
CITY OF MIDDLETOWN
SHOWMOBILE USE POLICY**

1. SHOWMOBILE INFORMATION

Performance Dimensions:

- Stage floor - 36' wide x 14' deep
- Stage height from ground - 18" to 61" adjustable
- Optimum canopy height from ground - 16'7" @ 48" deck
- Down stage canopy height from stage floor - 12'4"
- Up stage-ceiling height from stage floor- 7'
- *Stage extensions – 20 4'x8' extensions (will extend stage to 36'w x 30' deep with 17'8" optimum canopy height from ground) – **NOT AVAILABLE FOR NON-CITY OF MIDDLETOWN EVENTS.***

Electrical System:

126 amp/220/110v load center with three 20 amp breakers and 50' 6/4 SO power entry cord with 15 amp u-ground plug connector. Electrical system includes 7 duplex receptacles, one duplex receptacle for control department, 6 quad receptacles, main breaker, and 10 circuit breakers in panel.

Lighting System:

Four 8' and four 6' dual tube fixtures with fluorescent tubes. Lights are mounted in four rows, two rows at canopy hinge line, and two rows at canopy front edge, for maximum illumination of stage area.

Basic theater lighting package includes T-Bar Light Mounts with 8 par 38 cans, eight 300W medium angle bulbs, and six gel sheets in assorted colors. Additional cost for use of theater lights is assessed to Borrower.

Handicapped Access:

Handicapped access lift mounts at read of Mobile Sound Shell door opening. Lift platform is 45" length x 30" width, with a non-skid surface. Maximum load limit is 750 lbs.

2. RESERVATIONS

The Showmobile may be used for City and community events held within the City of Middletown. The cities of Franklin, Trenton, and Monroe, and Madison and Lemon Townships are eligible to use the showmobile since a portion of the equipment was funded by the Middletown Community Foundation which also services these communities. Any other use of the Showmobile will be permitted with the expressed, written consent of the Director of Public Works & Utilities. Showmobile use by other communities outside of this service area will require transportation to and from event at their cost.

The City of Middletown reserves the right to refuse the use of the Showmobile for any event deemed a potential hazard to the Showmobile or its operators, or any event deemed not in the best interest of the City of Middletown.

3. RULES AND REGULATIONS

It is understood that the group or organization using the Showmobile will comply with the laws of the State of Ohio and the City of Middletown:

- A. The Showmobile will not be altered in any way (including hard wiring into the electrical box).
- B. Groups are responsible to see that no drugs or intoxicating liquors are used by persons on the Showmobile.
- C. Groups are responsible to see that all activities are properly controlled and supervised. Groups are responsible for cleaning up property of the City of Middletown and Showmobile following the event.
- D. Groups assume responsibility for any damage to the Showmobile or equipment during the period of use. A refundable damage deposit is required for each use.
- E. A detailed event schedule should be submitted at least one month prior to Showmobile use outlining specific use of Showmobile, number of performers to use Showmobile, and supervision control.
- F. Showmobile setup location is to be a relatively level surface.
- G. The City of Middletown is not liable for damage to surface where Showmobile is set up.
- H. Once Showmobile is set up, the Showmobile will not be relocated except at additional cost to user.
- I. The use of staples, nails, or any type of tape or adhesive is not permitted on the Showmobile or any surface of the Showmobile. Any banners, signs, etc., will be displayed separate from the Showmobile.
- J. The Park Maintenance staff has the authority to stop the use of the Showmobile if, for any reason, there is potential danger to the equipment or to the park maintenance staff or the public, e.g., inclement weather, unruly behavior of the crowd or performers.

4. DELIVERY AND SETUP

- A. The group requesting the Showmobile shall meet with a Park's employee who will be delivering the Showmobile to review and approve the location for setup.
- B. The Showmobile will be delivered at the hour specified. Make sure you allow for a minimum of two-hour setup prior to the start of the event. It is assumed that any additional time needed, such as sound and light setup and takedown for performers, be included within the time specified on the Use Agreement.

- C. City employees are not responsible nor will assist in setup of any other equipment other than the Showmobile.
- D. If Showmobile is to be used for more than one successive day, the groups will be responsible to secure the Showmobile overnight.
- E. Circumstances whereby the group is responsible for transporting the showmobile, arrangements will be made at the time of pick up to demonstrate proper operation of the equipment by a park's employee prior to its release for use. Proof of proper insurance for the transport of the equipment will be required.

5. SET UP/RENTAL FEES:

Refundable Damage Deposits:

- \$250 for one-day events
- \$500 for overnight events

Set Up/Rental Fees:

- \$550 for events within the City of Middletown.
- \$750 for events within the cities of Franklin, Trenton, and Monroe, and Madison and Lemon Townships.
- \$1,000 for other events with the consent of the Director of Public Works & Utilities. The group is responsible for transport and set up of the equipment.

(Any overtime costs resulting from after-hour or weekend work will be billed to borrower at the City's current rate.)

6. BILLING INFORMATION

The appropriate damage deposit and copy of insurance certificate must be paid at the time of reservation. Full payment of the user fee must be delivered two weeks in advance of use. The Showmobile will not be set up without payment.

Checks are to be payable to the City of Middletown and forwarded to Department of Public Works & Utilities, One Donham Plaza, Middletown, OH 45042.