

APPLICATION FOR USE OF PROPERTY AND/OR FACILITIES

Pickens Amphitheater



**CITY OF PICKENS
PO BOX 217
PICKENS, SC 29671**

www.cityofpickens.com
pickensamphitheater@gmail.com

Please Print

Organization Name:

Organization Representative:

Mailing Address:

Phone Number:

Email Address:

Activity or Nature of Rental:

Facility Requested:

Approximate Attendance:

Beginning & End Dates:

Hours:

Proof of general liability insurance is required, naming the City of Pickens as an additional insured for this event. You may use the TULIP (Tenant Users Liability Insurance Program) program to purchase competitively priced insurance for this event. Go to www.ebi-ins.com/tulip and enter 0501-684 when asked for the Entity ID code. Answer the questions and you will receive a quote for this insurance. If you would like to proceed with purchasing the insurance, you may do so with a credit card. A Certificate of Insurance will be emailed to you and to the City of Pickens. For help, call 1-800-507-8414.

I personally accept the responsibility to observe all regulations concerning the use of this facility.

I understand that the fee will be \$_____ and is payable in advance, with this application. Refer to fee schedule to determine amount.

Signature

Title

Date

For Office Use

Signature from Pickens Revitalization Association

Title

Date

Signature from Office of City Administrator

Title

Date

Date Application Rec'd



219 PENDLETON STREET
PO BOX 217
PICKENS, SC 29671
www.cityofpickens.com

FACILITY USE AGREEMENT AND RELEASE/INDEMNIFICATION

Facility Location:

1. In consideration for being permitted to use the above listed facility of the City of Pickens, SC (hereinafter "Applicant") agrees to indemnify and hold harmless, the City of Pickens, its officers, employees, and insurers from and against all liability, claims, and demands, which are incurred, made or brought by any person or entity, on account of damage, loss, or injury, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, death, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the use of the facilities, whether any such liability, claims and demands result from the act, omission, negligence, or other fault on the part of the City of Pickens, its officers, or its employees, or from any other cause whatsoever.
2. In addition, in consideration for being permitting to use the facilities, Applicant, on behalf of itself, and its officers, employees, City of Pickens, and invitees, hereby expressly exempts and releases City of Pickens, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, or death, that Applicant may incur as a result of such use, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of City of Pickens, its officers, or its employees, or from any other cause whatsoever.
3. By signing below, Applicant agrees that, in the event of any damage, loss, or injury to the facilities or to any property or equipment therein, the City of Pickens may deduct from the damage deposit the full amount of such damage, loss, or injury. Applicant further agrees that, if such damage, loss, or injury exceeds the amount of the damage deposit, Applicant will within thirty (30) days of billing reimburse City of Pickens for all costs associated therewith upon billing by the City of Pickens.
4. It is acknowledged by the Applicant that The City of Pickens does not warrant and does not make any representation as to the condition of the facilities. The Applicant acknowledges that it has inspected the facilities and accepts the facilities "as is" for its intended purpose.
5. Applicant agrees to adhere to the Insurance Requirements as stated on page 2 of this form.

Name of Person/Organization

Signature of Person/Organization Representative

Date

INSURANCE REQUIREMENTS

Applicant shall procure and maintain until all of their obligations have been discharged insurance against claims for injury to persons or damage to property which may arise from or in connection with the event.

The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this agreement. The City of Pickens in no way warrants that the minimum limits contained herein are sufficient to protect the Applicant from liabilities that might arise out of the activities encompassed by this agreement by the Applicant, its agents, representatives, employees or subcontractors and Applicant is free to purchase additional insurance as may be determined necessary.

MINIMUM SCOPE AND LIMITS OF INSURANCE: Applicant shall provide coverage with limits of liability not less than those stated below. A special events coverage endorsement or policy, excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

Minimum Commercial General Liability Coverage

- Policy shall include as primary coverage: bodily injury, property damage and broad form contractual liability coverage.
- General Aggregate \$1,000,000
- Each Occurrence \$1,000,000
- Fire Damage (Damage to Facility Premises) \$ 50,000
- The policy shall be endorsed to include the following additional insured language: "The City of Pickens and its officers, employees and insurers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Applicant. A copy of the certificate of insurance shall be provided to the City of Pickens 5 days prior to the event.
- If special events coverage is procured to satisfy the insurance requirement of this agreement, proof of coverage shall be provided to the City of Pickens 5 days prior to the event setting forth coverages equal to or greater than those listed above. The policy shall be endorsed to include the following additional insured language: "The City of Pickens and its officers, employees and insurers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Applicant.

Note: a signed copy of this form must be submitted along with a signed "Application for Use of Property and/or Facilities" form.