



City of Brighton

Amphitheater Rental Policy & Application

Section 1. Application

All persons or groups requesting to use the Amphitheater shall completely fill out and submit a Rental Application.

Section 2. The Premises (See Appendix A for Details)

The amphitheater consists of:

A. The stage

1. The covered stage is 39 feet, 10 inches wide x 11 feet, 4 inches deep
2. The overall stage size is 39 feet, 10 inches wide x 19 feet
3. The side stage area is 7 feet x 14 feet on each side

B. The 2,500 square foot dance floor, which can also be used for seating. The seating capacity is 120 to 150 chairs.

C. Tiered seating area – seating capacity is 115.

D. Electricity

1. Stage area has 12 120V receptacles distributed evenly
2. Stage area has a 240V, 30A NEMA L14-30 power receptacle for sound board connection
3. Stage area has 3 microphone jack locations
4. Stage area has 2 each 300 watt speakers for general sound distribution
5. Stage has general lighting, with controls

E. Equipment

1. Two (2) wireless microphones
2. Two (2) wired microphones
3. Four (4) microphone stands

Section 3. Uses

- A. As a public venue supporting civic/special events and activities that are generally open to the public.
- B. Rented for private functions with attendance typically governed by private invitation. Examples of a private function include weddings, graduations, and family gatherings.
- C. Rented by non-profit organizations for events that may be private or for public enjoyment. Non-profit public events are smaller in nature than a civic/special event.
- D. The Amphitheater may not be rented for more attendees than what is stated as the capacity in Section 2.



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- E. Renters should be aware that noise generated by their event could have an impact on the surrounding neighborhoods. Sponsors must be considerate of the neighbors and be aware of the City's Noise Ordinance (Chapter 42 – Environment, Article III – Nuisances, Division 2 – Noise)

Section 4. Scheduling.

- A. The City may prioritize events at the amphitheater in this order:
 - 1. City sponsored events, including previously approved annual events.
 - 2. City co-sponsored events.
 - 3. Community events open to the public.
 - 4. Private events (weddings, graduations, family gatherings), not open to the public.
- B. Rentals shall be for any time period ranging from ½ hour up to 4 hours maximum. If a rental is requested to last longer than 4 hours, then the applicant shall pay for 2 time periods (i.e.; 8 hours total).
- C. In deciding whether to approve the application, the City shall consider:
 - 1. Whether the proposed event is likely to conflict with or detract from any other previously scheduled event taking place in the City on or about the time of the proposed event;
 - 2. Whether the proposed event will hinder or detract from the traditional use of the park;
 - 3. Whether, for an event open to the public, the hosting organization has the experience, organizational structure, tax status and insurances to administer a public event.
- D. Reoccurring civic/special events, such as the Kiwanis Summer Concert Series, A Taste of Brighton, Fine Art & Acoustic Music Festival, Smokin' Jazz & BBQ Blues Festival, etc. will be given first priority when scheduling the Amphitheater. After community events have been scheduled according to the priorities listed in this Policy, other event requests will be received and considered on a first come-first served basis.
- E. The City Manager may use his or her discretion when two applicants submit a request for the same date. In the case of private events, the applicant who first provides the Security Deposit will be given priority.
- F. Reservations may be suspended or revoked at will by the City Manager. It is to be understood that the rental granted is revocable at the will of the City and that users acquire no rights in the city property and expressly waive any right to claim damages or compensation in case their reservation is revoked. The decision to revoke or suspend a reservation, or failure to do so, shall in no way be construed as to limit the right of the City to issue a municipal civil infraction violation.
- G. Private Event permits governed by this Policy may be issued for not more than one day and only in the identified amphitheater areas stated in Section 2. An applicant may appeal the time and location parameters in this section to the City Council.



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Section 5. Rental Requirements

A. Applicants must be at least 21 years of age

B. Rental Fees.

The rental Fee is due at the time of reservation. If the lessee wishes to cancel their reservation, a refund of the full fee will be given if it is within 24 hours of the reservation start time. There will be no refund for events canceled less than 24 hours prior to the event. The Refundable Security Deposit of \$500 is due the day prior to the reservation day. If the reservation day is on a Sunday or a holiday, it is due no later than the last business day before the reservation day.

Applicant	Rental Fee (4 Hours Maximum)	Refundable Security Deposit *
City of Brighton / DDA	\$0	\$0
City of Brighton Resident/Business	\$150	\$500
Non-City of Brighton Resident/Business	\$300	\$500
Non-Profit Organizations	\$75	\$500

* City staff will inspect the premises and equipment after each rental and fill out the “Site & Equipment Refund Checklist” to determine if all, or part, of the security deposit is to be returned.

C. Additional Fees.

The City reserves the right to charge an additional fee if the property is not returned in the same condition in which it was reserved. The lessee will be billed for any damages and/or cleanup required by City personnel when in excess of the security deposit.

D. Property Condition.

1. The reservation applicant is responsible for properly removing and disposing of all trash, debris, and refuse from the Amphitheater area during the reserved time period.
2. Adhesives, nails screws, tape, or tacks to fasten materials are not permitted on the stage, signs, walls, trees, railings or Amphitheater structure. All signage and decorations may be tied to the structure, and be removed at the end of the leased period.
3. Fires are not permitted.
4. Throwing rice, birdseed, confetti, silly-string or balloons is prohibited. (Bubbles are allowed.)
5. Fencing is not allowed.

E. Provisions.

1. The City of Brighton does not provide chairs, tables, podiums, electrical cords, etc.
2. Lessees may contract with a rental service for tents, tables, chairs, sound equipment.
3. Tent rentals must comply with local and regional fire safety standards.
4. Applicants shall contact the Brighton Area Fire Authority to determine if a tent permit is needed.
5. All rental equipment must be removed at the end of the rental period.



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6. The City does not provide dedicated (isolated) parking for private events.
7. No open flame cooking or other fires are permitted.
8. A fire extinguisher is located in the back stage area and is accessible to all leases.
9. Gas-powered generators are not permitted.
10. The volume of any music or other amplified sound shall comply with Section 42-71 of the City of Brighton's Code of Ordinance. Violation of this ordinance will allow the sound to be reduced by the City of Brighton Police Department.

F. Insurances and Liability

1. The City may require the type of use and the desires of the City's insurance carrier shall determine proof of insurance listing the City as an additional insured party, details and amounts.
2. All Applicants shall sign the Release and Waiver of Liability Agreement, which is part of the application form.
3. The applicant shall abide by all applicable laws and City Ordinances.

Section 6. Exclusivity for Private Events

- A. The Amphitheater is a public venue located in a public park. As such, it is difficult to enforce total private use of the area around the Amphitheater. The stage, dance floor, and concrete tiered seating may be reserved and approved for private functions, but all applicants must consider that their event is taking place on public property, and areas immediate adjacent to the amphitheater may be occupied by others.
- B. Private Event applicants for the amphitheater may request to use the amphitheater premises only (See Section 2 above for definition of Premises). All other areas of the park will remain open to the public.

Section 7. Alcohol

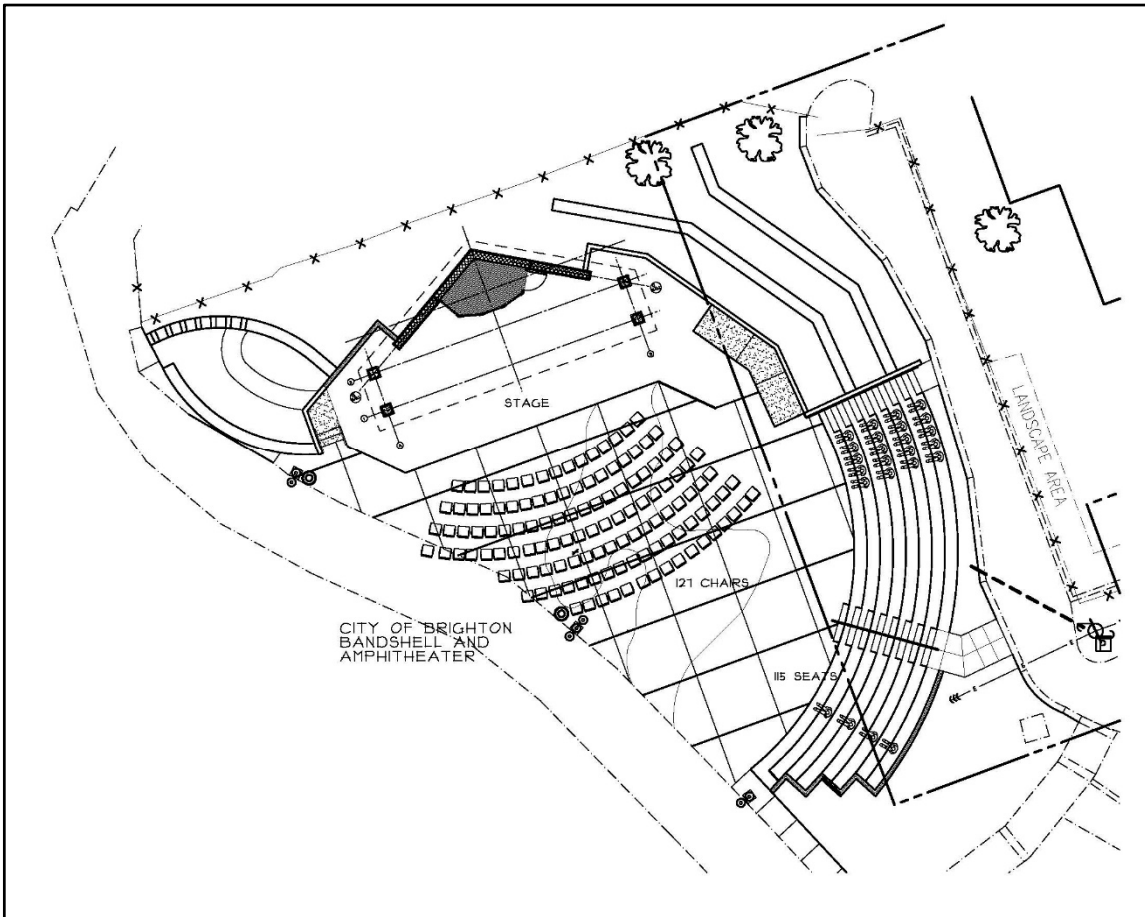
- A. State law prohibits the possession or consumption of alcohol in a public park. Alcohol is prohibited on the Premises (See Section 2 above for definition of Premises).



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Appendix A





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Millpond Amphitheater Rental Application

For reservation inquiry, please complete, sign, and mail this form to the address below, along with your check made payable to the "City of Brighton". Make sure to save a copy for your records.

City of Brighton

Attention: Patty Thomas

420 S. Third Street

Brighton, MI 48116

Full Name: _____

Address: _____

Phone Number: _____

Email: _____

Date(s) and times) requested for reservation:

Date	Day of Week	Beginning Time	Ending Time
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



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Event Description:

Expected Attendance: _____

Will there be music: Y N If yes, what type: _____

Signature of Applicant _____ Date _____

FOR OFFICE USE ONLY

Reservation Received Date: _____ Received by: _____

Date St. Paul's Church Notified: _____

Date Fee Paid: _____ Date Deposit Received: _____

Approved: Y N



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RELEASE AND WAIVER OF LIABILITY

Release of Liability: In consideration of being permitted to conduct a special event upon City owned property (the "Event"), the undersigned, _____, hereby releases and holds harmless the City of Brighton, and its elected and appointed officials, representatives, officers, employees, consultants, volunteers or other agents (hereinafter collectively referred to as "City") from and against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees 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 and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the Event.

Indemnification: The undersigned agrees that if any personal injury, including bodily injury and death and/or property damage, occurs while conducting the Event, and if such damage or injury results in a claim, demand, suit, or loss against the City, the undersigned will reimburse the City for any and all costs associated with said claim, demand, suit or loss related to said damages and injuries.

Other: The undersigned expressly agrees that this Release and Waiver of Liability is intended to be as broad and inclusive as permitted by the laws of the State of Michigan, and that this Release and Waiver shall be governed by and interpreted in accordance with the laws of the State of Michigan. The undersigned agrees that in the event any clause or provision of the Release and Waiver shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release and Waiver, which shall continue to be enforceable.

I have read this Release and Waiver of Liability, fully understand its terms, understand that I substantial rights are affected by signing it, and sign it freely and voluntarily without any inducement.

Applicant Name (Print) _____

Applicant Signature: _____ Date: _____

E-Mail _____ Phone #: _____

Amphitheater Sound System Operational Guide

Do not adjust any knobs or switches except those outlined below!

1. Plug any microphones or other audio sources into jacks BEFORE turning system on.
2. Check that input volume controls on JBL mixer are turned down.
3. Turn system on by pressing white button below the label that says “SYSTEM ON/OFF”. This button and label are located on the left side center of the equipment in the rack.
4. The wireless microphones turn on by a switch located near center of microphone. Press and hold switch for 3 seconds to turn microphone off. Pressing the switch for a shorter interval will mute the output but keep microphone powered on. Pressing the switch again will un-mute the output.
5. There is an interface device (Rapco/Horizon LTIBLOX) to connect laptop/iPod/phone into the system. Turn the volume on the interface down when plugging into laptop/iPod/phone.
6. Turn up microphone volume controls on the JBL mixer – typically about half way up. Too high a level and feedback (squealing) will occur. Microphones should not be in front of speakers, unless pointed away from speaker.

Shutting System Down

1. When done with the sound system, turn off power using the white button labeled “SYSTEM ON/OFF.” Do this BEFORE unplugging anything from the jacks.
2. Turn down microphone levels on mixer.
3. Store microphones and cables inside metal cabinet.



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SITE & EQUIPMENT REFUND CHECKLIST

Two (2) Wireless Microphones: Y N Condition: _____

Two (2) Wired Microphones: Y N Condition: _____

Four (4) Microphone Stands: Y N Condition: _____

Trash & Debris Removed: Y N

Condition of Audio System: _____

Overall Condition of Site: _____

All Decorations Removed: Y N

FOR OFFICE USE ONLY

Deposit Available for Refund: Y N Approved by: _____

Date Deposit Refunded: _____ Cash / Check # _____

Amount of Refund: \$ _____