

**WOLF PEN CREEK
RENTAL AGREEMENT
AMPHITHEATER AND FESTIVAL SITE**

THIS RENTAL AGREEMENT for Wolf Pen Creek, the "Facility," located at 1015 Colgate Drive, College Station, Texas, 77840, is hereby made and entered into by and between the **CITY OF COLLEGE STATION**, a Texas Home-Rule Municipal Corporation hereinafter referred to as "**City**" or "**Lessor**," and _____ hereinafter referred to as "**Lessee**."

The City desires to make the Wolf Pen Creek Amphitheater and Wolf Pen Creek Festival Site available on a rental basis for non-city sponsored or co-sponsored events for the purpose of the special events or leisure activities that have socially acceptable and recreational value for the enjoyment of the citizens and visitors of the Brazos Valley.

NOW THEREFORE, for and in consideration of the following promises and conditions, the City hereby gives Lessee the right to use and occupy the Facility. Lessee is to use the rented Facility only for the purposes expressed in this agreement and for no other purpose without the prior written consent of the City.

I. FACILITY RENTED (select requested facility or facilities)

_____ **Wolf Pen Creek Amphitheater (includes usage of the Green Room)**

_____ **Wolf Pen Creek Festival Site**

II. LESSEE INFORMATION

LESSEE (Name of company, corporation, organization, or individual): _____

ADDRESS: _____

Street

Suite/Apt. #

_____, _____

City

State

Zip Code

LESSEE/RENTER CLASSIFICATION: _____ Individual
_____ Business (Tax ID #: _____)
_____ Non-Profit Organization (Tax ID #: _____)

CONTACT(S):

Name: _____ Phone: _____

Email: _____

Name: _____ Phone: _____

Email: _____

III. EVENT INFORMATION

EVENT DATE(S): _____

PREP TIME BEGINNING: _____ **GATES OPEN:** _____

EVENT BEGINS: _____ **EVENT ENDS:** _____

CLEAN UP COMPLETE: _____

ESTIMATED NUMBER OF ATTENDEES: _____

PERFORMERS (ACTS): _____

FULL DESCRIPTION OF EVENT (Name of event for which the facility is to be rented, including principal performer/activity):

NAME AND LOCATION OF FACILITIES PREVIOUSLY RENTED OR LEASED BY APPLICANT:

IV. VENDING & TICKET SALES

WILL CONCESSIONS BE SOLD? *Yes _____ No _____

*If yes, vendor permit is required. What items will be sold? _____

WILL ALCOHOLIC BEVERAGES BE SOLD? *Yes _____ No _____

WILL ALCOHOLIC BEVERAGES BE SERVED? *Yes _____ No _____

**Alcohol may be sold or served on the Facility premises only if all policies and laws of the City of College Station, Brazos County, and the State of Texas are observed, including the regulations of the Texas Alcoholic Beverage Commission (TABC).*

*If yes, WPC Alcohol Vendor Permit is required at a rate of \$55 for Vendor. What items will be sold?

WILL SOUVENIR ITEMS BE SOLD? *Yes _____ No _____

*If yes, WPC Vendor Permit is required at a rate of \$50 per Vendor. What items will be sold?

WILL OUTSIDE FOOD OR DRINKS BE ALLOWED? Yes _____ No _____

TICKET PRICES: Advance \$ _____ Online \$ _____ (Vendor: _____)
Gate \$ _____ Other \$ _____

V. GENERAL INFORMATION, POLICIES, AND RENTAL REQUIREMENTS

1. **RESERVATIONS:** No verbal agreements for the use of the Facility will be valid. All reservations must be confirmed in writing. Deposits shall be paid in full at the time reservation is made and the payment of all appropriate fees shall be made no later than ten (10) business days prior to event.
2. **ABUSE OF FACILITY POLICIES:** The Special Events Supervisor or his/her designee reserves the right to eject any objectionable person or group of persons from the Facility premises. Any person or group charged with abuse may be banned from making any further reservations.
3. **WEATHER:** The Facility is equipped with a Thorguard Lightning Prediction System. A copy of the procedures relating to this equipment will be provided to the Lessee upon request. The Special Events Supervisor has the right to terminate an event if the ongoing weather situation could pose a hazard to the guests, performers, staff, or the Facility. **Notice – the Wolf Pen Creek Park and facilities are built in a flood plain and are subject to flooding. If flooding occurs, the Lessee is responsible for ensuring the safety of its guests, performers and equipment.**
4. **SOUND ORDINANCE AND LAWS:** Sound levels at the Facility may not exceed the levels established by the City of College Station Code of Ordinances or State Law. Should sound levels exceed the established level or cause a disturbance or should the content cause a breach of the peace, the Special Events Supervisor or his/her designee will request that the volume be lowered or the amplification turned off. Failure to comply with this request may result in fines, arrest, termination of the event, and forfeiture of deposit and rental fees. Lessee agrees to comply with all laws of the United States, State of Texas, ordinances of the City of College Station, including Police and Fire Department requirements, and all rules and regulations as may be adopted from time to time by the City governing the use of the Facility and any Facility Policies.
5. **ANTI-DISCRIMINATION:** Discrimination by the Lessee, its officers, agents, volunteers, or employees on account of age, race, color, religion, sex, physical disability or national origin in admission to the premises is prohibited.
6. **FACILITY PROPERTY:** No decorative or other materials shall be nailed, tacked, screwed, glued or otherwise physically attached to any part of the Facility without prior authorization from the Special Events Supervisor. Any group using the Facility agrees to leave the premises in as good condition as it was prior to the usage. **Lessee agrees to assume all responsibility for any damages to the premises or facility as a result of the Lessee's use. Should the Lessee not comply, all or part of the security deposit will be retained by the City to repair, replace, or pay for any property damage to the Facility.**
7. **PARKING:** Post Oak Mall is the designated area for all event parking. Parking on the grass is strictly prohibited.
8. **CURFEW:** All activities at the Facility that begin on Friday or Saturday must end by 1:00 a.m. the following morning. All activities that begin on Sunday through Thursday must end by 10:00 p.m. the same day.
9. **COPYRIGHT/ROYALTY FEES:** Lessee agrees, represents, and warrants that nothing contained in the event program, performance, concert, exhibition, or in any other way connected with the Lessee's activities under this agreement shall violate or infringe upon any copyright, patent, right of privacy, or other statutory or common law right of any person, firm, or corporation. Further, the Lessee warrants that all programs, performances, concerts, exhibitions or anything else to be performed under this agreement 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 representatives thereof. **Lessee further agrees to indemnify and hold harmless the City of College Station, its officers, agents, volunteers, and employees, from any and all claims, fees, expenses or costs including legal fees asserted or incurred with regard to such warranty.** Standard ASCAP, SESAC, and BMI licensing fees will be paid by the City of College Station according to current municipal rates for the gross revenue. Any licensing fees required of the Lessee will be the responsibility of the Lessee to pay.

10. SECURITY: If applicable, Lessee agrees to employ, at Lessee's sole expense, **City of College Station Police Officers** to be present at least thirty (30) minutes before the beginning of the event, during the entire event, and up to thirty (30) minutes after the event. The **City** reserves the right and authority to determine the reasonable number of officers necessary for a particular event so as to ensure the safety of the public and the premises at all times during which the facility is used and occupied by the **Lessee**, or Lessee's agents, employees and other persons authorized by the **Lessee**. The **City** shall contact the College Station Police Department to make the necessary arrangements. The **City** will charge back the expense of these officers to the Lessee in their final invoice following the event.

Number of College Station Police Officers Required: _____

11. INSURANCE REQUIREMENTS FOR CLASS A, B AND C EVENTS: Lessee is required to procure and maintain, at its sole cost and expense for the duration of this Rental Agreement, **Commercial General Liability insurance** in the name of the **Lessee**, for limits of not less than **\$1,000,000** for Class A and B events and **\$2,000,000** for Class C events, for **personal injury, death, or property damage to rented property arising out of any one occurrence**. This insurance policy must cover, in addition to the general public, all entertainers, as well as their support staff, and any other individual participating in or attending the event for which the facility is rented. The General Liability insurance shall be written by a carrier with an **A:VIII** or better rating in accordance with the current **A. M. Best Key Rating Guide**, and only insurance carriers licensed and authorized to do business in the state of Texas will be accepted. **Lessee** must furnish proof of coverage through a Certificate of Insurance two weeks prior to the event. The **City** must be named as Additional Insured with a waiver of subrogation.

12. INDEMNIFICATION. IT IS AGREED THAT THE LESSEE SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS RENTAL. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE LESSEE, OR ANY THIRD PARTY.

13. RELEASE. THE LESSEE HEREBY HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE LESSEE'S RENTAL. THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS, OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY RELEASED HEREUNDER, THE LESSEE, OR ANY THIRD PARTY.

14. ADVERTISING: Advertising or announcements will not be made public without a security deposit and prior approval of this Rental Agreement by the **City**. All visual media must include language specifying all Wolf Pen Creek policies relevant to the **Lessee's** event. Use of the City of College Station's logo or graphics in advertising or announcements is strictly prohibited.

VI. SECURITY DEPOSITS, REFUNDS AND FEES

1. SECURITY DEPOSIT. A security deposit is required for all reservations and must be paid in full when the reservation is made. Security deposits shall be used by the **City** to hold and confirm reservations, and to repair, replace, or pay for any property damage that occurs during the **Lessee's** event at the Facility. The deposit may be held by the **City** at the discretion of the **City** for a period of time reasonably necessary to determine the full extent of damages and to make all repairs or secure replacements. The unused portion of the deposit will be refunded upon the following conditions: **1)** all terms of this contract have been met, **2)** all facilities are left in good condition, and **3)** cancellation procedures have been properly followed.

SECURITY DEPOSIT RATES:

Wolf Pen Creek Amphitheater: \$600

Wolf Pen Creek Festival Site: \$200

*These are **minimum** deposit figures. **Additional costs may be applied** depending on the type of event being held. Rentals which require multiple day usage may have higher deposits and additional costs.*

2. RENTAL FEES: Rental Fees are established and approved by the City of College Station City Council on an annual basis. The rental fee must be paid ten (10) business days in advance of the event.

Wolf Pen Creek Amphitheater Rental Fees:

CLASS	MONDAY-THURSDAY	FRIDAY-SUNDAY
A (Private)	\$500	\$600
B (Non-Commercial / Benefit)	\$750	\$900
C (Commercial)	\$1,000	\$1,200

**The use of the Green Room is included in the Amphitheater rental fee..*

Wolf Pen Creek Festival Site Rental Fees:

CLASS	MONDAY-THURSDAY	FRIDAY-SUNDAY
A (Private)	\$200	\$300
B (Non-Commercial / Benefit)	\$400	\$500
C (Commercial)	\$600	\$700

Wolf Pen Creek Amphitheater & Festival Site Rental Fees:

CLASS	MONDAY-THURSDAY	FRIDAY-SUNDAY
A (Private)	\$600	\$800
B (Non-Commercial / Benefit)	\$950	\$1,200
C (Commercial)	\$1,200	\$1,500

3. SERVICE/PERSONNEL FEES (STAFF COSTS): All events held at the Wolf Pen Creek Amphitheater will be required to have the City of College Station's Amphitheater staff representative and backstage manager present at the expense of the Lessee. For all events at the Amphitheater or Festival Site, the Lessee is required to utilize volunteers or its own internal employees for all other elements of the event. Costs associated with staffing will be charged to the **Lessee** upon the conclusion of the event in the form of a final invoice. The City reserves the right to collect staff costs prior to an event.

4. VENDOR SALES FEES: *See Vending Agreement*

5. TICKET SALES AND ADMISSION FEES: The Lessee may charge an admission fee to the event. The number of tickets available for sale shall be limited to seven thousand (7,000) for Amphitheater events. While an event is in progress, the Special Events Supervisor or his/her designee may authorize additional admission if such would not jeopardize the health, safety, and good order of the event. Lessee may choose to use the Wolf Pen Creek Amphitheater Box Office to set up ticket sales for all public events by making arrangements with the Special Events Supervisor.

6. REFUNDS BEFORE 60 DAYS OUT: Full refunds of fees or deposits, including security deposit, require advance written notice of cancellation to the Special Events Supervisor sixty (60) days or more prior to the rental date.

7. REFUNDS AFTER 60 DAYS OUT: If the event is cancelled less than sixty (60) days in advance of the originally scheduled date, any fees or deposits, including security deposits, will be forfeited by the Lessee in favor of the City. If the event cannot be held or rescheduled due to weather, the Lessee is still responsible for all incurred expenses, and a refund of the rental fee may be available after all other fees are paid.

8. CLASSIFICATION OF RESERVATIONS:

Rental fees for the Wolf Pen Creek Amphitheater and the Wolf Pen Creek Festival Site shall be determined by the classification of the reserving party. All parties wishing to reserve or rent the Amphitheater or Festival Site shall be classified as one of the following:

a. CLASS A (PRIVATE): Use by a person or persons for non-commercial purpose such as weddings, reunions, etc. This type of rental will not invite the general public nor advertise through public media.

b. CLASS B (BENEFIT): Use by a person, civic organization, or educational institution possessing a non-profit association state charter who sponsors an activity, event, or meeting of community interest (501-C3). This class of event will be free and open to the public, with no money derived whatsoever from the event; or, this class of event could include fundraisers for a non-profit organization for which at least 75% of the funds raised will be donated locally to the stated organization. Class B events can also be political in nature.

c. CLASS C (COMMERCIAL): Use by an individual or company charging no admission and taking no profits on the premises, but whose motivation in holding the event is for promotional purposes or subsequent profit making; **OR**, use by a private or individual group whose purpose is to further the pursuit of a profession or company—this group would charge admission and/or sell merchandise. Concerts typically fall under this classification.

This event will be classified as a Class _____ event and the Facility shall be used for no other purpose without the City's written consent.

VII. TOTAL FEES DUE

1. SECURITY DEPOSIT:

- a) The Lessee agrees to pay \$ _____ as a **security deposit** for the use of the **Amphitheater** for the above stated purpose.
- b) The Lessee agrees to pay \$ _____ as a **security deposit** for the use of the **Festival Site** for the above stated purpose.

2. RENTAL FEE:

- a) The Lessee agrees to pay \$ _____ on or before _____ for **rental** of the **Amphitheater** for the above stated purpose on the date(s) and time(s) indicated.
- b) The Lessee agrees to pay \$ _____ on or before _____ for **rental** of the **Festival Site** for the above stated purpose on the date(s) and time(s) indicated.
- c) The Lessee agrees to pay \$ _____ on or before _____ for **rental** of the **Amphitheater & Festival Site** for the above stated purpose on the date(s) and time(s) indicated.

3. VENDOR PERMITS: The Lessee agrees to pay the sum of \$ _____ for _____ **Vendor Permit(s)** for each vendor present, in addition to a vendor percentage, if applicable.

4. ALCOHOL PERMITS: The Lessee agrees to pay the sum of \$ _____ for _____ **Alcohol Vendor Permit(s)** for each vendor present, in addition to a vendor percentage, if applicable.

5. STAFF COSTS, PERSONNEL, AND SECURITY: The Lessee agrees to pay the sum of \$ _____ (estimated based on information provided by the Lessee) for **staff and security costs**.

6. THE GREEN ROOM: The Lessee agrees to pay the sum of \$ _____ for the use of the **Green Room**. *(Rental of Green Room is included with Amphitheater rental) (If Green Room is used as part of the Festival Site, a separate rental fee for the Green Room applies)*

I, THE UNDERSIGNED, AGREE TO ADHERE TO ALL OF THE ABOVE GUIDELINES, POLICIES, RENTAL REQUIREMENTS AND RESTRICTIONS, AND TO PAY ALL APPROPRIATE DEPOSITS, FEES AND EXPENSES.

ACCEPTED AND AGREED

LESSEE:
For: _____
By: _____
Name: _____
Title: _____
Date: _____

LESSOR: CITY OF COLLEGE STATION
By: _____
Name: _____
Title: _____
Date: _____