



City of Cheyenne
 Community Recreation & Events Department
 Programs & Facilities Division
 4603 Lions Park Drive
 Cheyenne, WY 82001
 (307) 637-6423

CITY OF CHEYENNE SL100 MOBILE STAGE APPLICATION/AGREEMENT

First/Last Name: _____

Business/Organization Name: _____

Address: _____

Phone number(s): _____

Event Name: _____

Date of Event: _____

Location for Stage set-up: _____

Time Stage set-up needs to be completed by: _____ a.m./p.m.

Start of performance: _____ a.m./p.m.

Audience arrival time: _____ a.m./p.m.

Time Stage use will be completed by: _____ a.m./p.m.

Will you be needing the Audio/Lighting Package with Technician (\$1,000): Yes ___ No ___

I hereby affirm that the information I have provided is true and correct to the best of my knowledge, and that I will comply with all the City of Cheyenne Community Recreation and Events' (CRE) rules, regulations, and policies for rental of the SL100 Mobile Stage ("Stage") including, but not limited to, the General Rental Requirements and Guidelines set forth in the Rental Agreement.

I agree to pay for all damages of missing equipment that occurs during the reservation of the Stage. The Stage reservation includes set-up and tear-down of the Stage by CRE staff. A representative of CRE must approve production set, weight distribution, and rigging prior to artist load in on day of show. I agree to not exceed the maximum allowable weight.

I agree to pay in full the rental fee in the amount \$ _____, for each day of use, prior to the reservation date.



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I agree to pay one-half the rental fee as a deposit at the time the reservation is made. I understand that the deposit in the amount of \$ _____ will be held by CRE until the Stage is inspected by CRE staff after use. The Stage must be in the same condition as it was when delivered and set-up for use. If the Stage is in good condition and nothing is damaged or missing, the deposit will be returned in full to the applicant within ten (10) business days. If the Stage does not pass inspection, the applicant will relinquish their deposit.

Rules and Regulations for Use of the Stage

1. All applicants are required to pay for any damage to the equipment that occurs during the period(s) of use. Assessed damage costs may exceed the amount of the deposit.
2. The Stage can only be transported by CRE staff and cannot be moved once it is in place.
3. Applicants reserving the Stage are responsible for reserving the location where the Stage will be placed. Applicants reserving the Stage agree to meet CRE staff at the desired location to assure proper placement of the Stage.
4. No posters, banners, signs, or other materials can be adhered to the Stage without the prior written approval of the CRE Director or authorized representative. No tape, glue, or adhesive materials may be used on the Stage walls, floors, ceiling, or any other part of the Stage. Failure to comply with this provision will result in loss of the deposit and possible repair expenses.
5. A CRE supervisor will remain on site during the period(s) of use. The fee for the CRE supervisor will be determined by the event and staffing availability.
6. A CRE supervisor will monitor stage use, as well as weather conditions, and has the authority to shut down the Stage if use is deemed inappropriate or weather conditions become adverse. Adverse weather conditions include, but are not limited to, winds over 25 mph or lightening. If the Stage is shut down or closed for reasons deemed necessary by the CRE supervisor on site, a refund will NOT be issued.
7. The applicant shall make full payment of all rental fees 30 days prior to the event date.

Waiver and Release:

In the event of any medical emergency, the applicant authorizes the CRE staff to secure from any licensed hospital, physician and/or medical personnel any treatment deemed necessary on behalf of the applicant and agrees that they will be responsible for payment of all medical services.



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Acknowledgment:

The undersigned has read this application and all other related materials and acknowledges, understands, and agrees that: (1) they have not relied upon representations of CRE; (2) they are fully advised of the potential dangers of their event; (3) they are signing this document voluntarily and with full knowledge of their actions and has legal authority to sign this application; and (4) they agree to abide by the terms and conditions contained herein including, but not limited to, the General Rental Requirements and Guidelines set forth in the Rental Agreement.

The undersigned represents and warrants that they have read this document and understands the rules and regulations for use of the Stage.

Signature

Print Name

Office Use Only:

Application received by: _____ Date: _____

Rental Fee: \$ _____ Date Paid in Full: _____

Receipt Number: _____

Deposit: \$ _____ Date Paid: _____

Receipt Number: _____

Condition of Stage when returned: _____

CRE supervisor on site: _____

CRE staff in charge of set-up and tear-down: _____



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This Agreement (“Agreement”) is made and entered into by and between the City of Cheyenne, Wyoming, a municipal corporation organized under the laws of the State of Wyoming, 2101 O’Neil Avenue, Cheyenne, Wyoming 82001 (“City”), through its Community Recreation and Events Department (“CRE”), and _____ [name],
_____ [address] (“Renter”).

WHEREAS the City owns, manages, and operates the City of Cheyenne Community Recreation and Events SL100 Mobile Event Stage (“Stage”), and has the power and authority to rent the use thereof to others for the purpose of holding and presenting ceremonies, concerts, gatherings, performances, or special events; and

WHEREAS Renter desires to rent the use of the Stage from the City, and the City desires to allow the use thereof to Renter, for the purpose of holding and presenting ceremonies, concerts, gatherings, performances, or special events, all subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. Premises. The City hereby grants permission to Renter to use the Stage in accordance with the terms of this Agreement.
2. Purpose. Renter shall be permitted to use the Stage solely for the purpose of _____, as set forth in Exhibit A, attached hereto and incorporated herein by reference. Renter is not permitted to use the Stage for any other purpose.
3. Term. The Renter’s use of the Stage shall be on _____, from _____ a.m./p.m. to _____ a.m./p.m. (“Term”).
4. Fees. In consideration for the City granting Renter permission to use the Stage, Renter shall pay the City the amount of _____ Dollars (\$_____). This fee shall be due as follows:
 - A. Fifty percent (50%) of the rental fee at the time of reservation; and
 - B. Paid in full thirty (30) days prior to proposed event date in Section 3.

If the Renter needs to cancel the reservation of the Stage, the Renter shall receive the total deposit back less ten percent (10%) or the option to reschedule on an agreed upon date within one (1) year of the original rental date. If the cancellation occurs within twenty-four (24) hours of the date in Section 3, the Renter shall



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forfeit the fifty percent (50%) deposit. If the guidelines of this section are not followed, CRE may cancel the reservation.

The fees for use of the Stage are set forth below:

Classification	Rental fees per day	Deposit
Category I - Non-Profit Organizations (Proof of 501c3 status required)	\$1,000.00	\$500.00
with additional stage platforms	\$1,300.00	\$650.00
Category II - For Profit Organizations	\$1,300.00	\$650.00
with additional stage platforms	\$1,600.00	\$800.00
Audio and lighting package with technician	\$1,000.00	\$500.00

The CRE Director or designee may request the use of an approved security officer(s). The cost of the security officer(s) will be the responsibility of the Renter.

Rental fees may be adjusted to reflect special staffing or equipment needs presented by the nature of the proposed event and/or location. Any special staffing or equipment fees shall be paid by the Renter on or before the proposed event date.

5. General Rental Requirements and Guidelines.

A. The Stage will be made available for rent by community, business, or private organizations for ceremonies, concerts, gatherings, performances, or special events.

B. The rental of the Stage is for a single day only. Multi-day rentals will be negotiable on a case-by-case basis as may be determined appropriate and in the sole discretion of the CRE Director or designee.

C. The CRE Director or designee reserves the right to refuse any rental application that is not in the best interest of CRE, and the City of Cheyenne as determined in its sole discretion.



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D. All Renters must have an approved reservation form to rent the Stage. All reservations will be processed through CRE and will be based on availability of the Stage, transport staff, and supervisory staff.

E. The Stage is only available for use within Laramie County, Wyoming. All Stage set up and locations must be approved, in advance, by the CRE Director or designee.

F. Renters utilizing any of the City of Cheyenne parks as the location for their proposed event must also complete an “Events in the Park” form and submit it with the Stage application.

G. The Stage will be transported, leveled, and prepared for use by CRE staff only and will not be moved once it is in place.

H. The Renter is obligated to ensure a power source is available for the Stage, if needed.

I. The electrical system of the Stage’s audio and theater lighting package are:

Under no circumstances are any of the Stage’s cables to be disassembled for temporary conversion. It is the Renter’s responsibility to ensure that electrical installations are done safely and in compliance with all applicable codes and regulations.

J. No modifications may be made to any portion of the Stage or its system, or any of the facilities without prior written approval of the CRE Technical Director.

K. A CRE supervisor will remain on site during the event while the Stage is in operation. The fee for the CRE supervisor will be determined by event and staffing availability. The CRE supervisor fee will be on the application.

L. The CRE supervisor will monitor the Stage use, as well as weather conditions, and has the authority to shut down the Stage if the use is deemed inappropriate or weather conditions become adverse. Adverse conditions include winds over 25 mph or lightning. If the Stage is shut down or closed for reasons deemed necessary by the CRE supervisor, a refund will not be issued.

M. If CRE is unable to provide the Stage because of a cause beyond the control of CRE, both CRE and the Renter will be excused from further performance for payment of the Stage, and CRE will refund all amounts previously paid to CRE by the Renter. Upon such repayment, CRE shall have no other liability payment of the rental fee and all deposits because of Renter’s failure, for any reason.



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N. The Renter shall not use and/or permit use of the Stage in any manner constituting a violation of any laws including ordinances, statutes, regulations, or any order of governmental authority. Furthermore, the Renter shall not permit any nuisance to occur or exist on the Stage. If such activity occurs, the Renter waives all rights to use the Stage and shall vacate immediately upon request of the CRE Director or designee.

O. The Renter oversees and responsible for the conduct of all persons in attendance during the use of the Stage. The Renter will leave the Stage in a condition as good as when the Renter first used it. The Renter and its organization will be held financially liable for any resulting damages to the Stage and property. Any damage charges will be based on equipment replacement and administrative costs and may exceed the amount of the damage deposit. Renters are strongly encouraged to inspect the Stage at the time of its delivery and communicate any concerns or information regarding pre-existing damage to the CRE supervisor on site at that time.

P. No furnishings shall be removed from the stage. Nothing may be fixed (temporary or permanent) to the Stage in any way, without consent prior to the date of the event from the CRE Director or designee. This includes banners, posters, signs, or other materials. No tape, glue, or adhesive materials may be used on the Stage walls, floors, ceiling, or any other part of the Stage. Any failure to comply with this provision may result in loss of deposit and possible additional repair expenses.

Q. This Agreement shall not be finalized, nor shall the Renter use the Stage in any way until Renter has provided a certificate of insurance naming the City of Cheyenne as an additional insured. The Renter shall, at the Renter's expense, procure and maintain for the duration of the performance, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the Renter's rights under this Agreement by the Renter, its officers, employees, agents, consultants, and independent contractors. Renter shall provide coverage against claims arising out of bodily injury, illness, and death, and from damage to or destruction of property of others, including loss of use thereof, with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, for the entire term of this Agreement. The certificate of insurance shall provide that written notice of any cancellation of the insurance policy must be given by the insurer to the City within ten (10) days of any insurance policy cancellation. In addition, the Renter shall immediately notify the CRE Director or designee within one (1) day of any insurance policy cancellation.

R. All renters, regardless of affiliation with CRE, are required to adhere to the above requirements and guidelines. The CRE Director or designee reserve the right to cancel a reservation if the Renter fails to comply with any of the requirements and guidelines.



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6. Renter Responsibilities.

A. The Renter must complete and submit an “Application for Rental of the City of Cheyenne SL100 Mobile Event Stage” to the City of Cheyenne Community Recreation and Events Department, 2101 O’Neil Avenue, Room 302, Cheyenne, Wyoming 82001, at least three (3) months in advance of the proposed event date.

B. The Renter is responsible for reserving the location where the Stage will be placed for the proposed event.

C. The Renter must visit the proposed event location with a member of the CRE Administration staff to determine where the Stage will be placed and create a map layout for the proposed event.

D. The Renter must provide a Certificate of Insurance to the City no less than two (2) weeks prior to the proposed event.

7. General Provisions.

A. Independent Contractor. The Renter shall function as an independent contractor for the purposes of this Agreement. The Renter shall assume sole responsibility for any debts or liabilities that may be incurred by the Renter in fulfilling the terms of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Renter or its agents or employees to act as an agent or representative of on behalf of the City of Cheyenne or to incur any obligation of any kind on the behalf of the City of Cheyenne.

B. Relationship of the Parties. Nothing herein shall be deemed or construed by the parties or by any third party as creating the relationship of principal and agent, partnership, or joint venture between the parties, it being understood and agreed that no provision herein, nor any acts of the parties, shall be deemed to create any relationship between the parties other than the relationship of lessor and lessee.

C. Third Parties. The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to the Agreement and shall inure solely to the benefit of the parties to this Agreement.

D. Compliance with Law. Renter shall comply with all applicable local, state, and federal laws, regulations, and ordinances.

E. Applicable Law and Venue. The parties mutually understand and agree this Agreement shall be



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governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of the Wyoming, First Judicial District, sitting at Cheyenne, Wyoming.

F. Governmental/Sovereign Immunity. The City of Cheyenne does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including Wyo. Stat. § 1-39-101, *et seq.*, by entering into this Agreement. Further, the City of Cheyenne fully retains all immunities and defenses provided by law regarding any action, whether in tort, contract or any other theory of law based on this Agreement, with the express exception for an action brought to enforce the terms of this Agreement.

G. Indemnification. The Renter hereby indemnifies and holds harmless CRE and the City of Cheyenne, its employees, agents, elected and appointed officials (collectively, the indemnities) from and against all damages, claims, and liabilities, arising from or connected with the Renter's use of the Stage including, without limitation, any damage or injury to person or property and any claims by the Renter or any third party. The indemnification provided for herein shall include the indemnities, legal costs, and attorney fees in connection with any such claim, action, or proceeding. The Renter hereby releases the indemnities from all liability for any accident, damage, or injury caused to person or property related to use of the Stage.

H. Force Majeure. The performance of the Agreement by either party shall be subject to force majeure including, but not limited to, acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including, but not limited to, the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay the performance required by this Agreement. The Agreement may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

I. Cancellation. Time is of the essence for this Agreement. If the Renter fails to timely pay any monies due under this Agreement, the event may be cancelled immediately by CRE. In the event of any other breach of any items or provisions of this Agreement, this Agreement may be cancelled by CRE within thirty (30) days of written notice delivered to the Renter. Please see Section 3.

J. Severability. If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall, nevertheless, continue in full force and effect.



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K. Waiver. The failure of either of the parties to insist in a one or more instances upon the strict performance of any of the terms of this Agreement by the other party shall not be construed as a waiver or relinquishment of such term or terms for the future and the same shall, nevertheless, continue in full force and effect.

L. Entire Agreement. This Agreement consisting of seven (7) pages represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations, and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

M. Modification. This Agreement shall be modified only by a written agreement, duly executed by the parties.

N. Assignment. Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

O. Notices. All notices arising out of or from the provisions of this Agreement shall be in writing and given to the parties either by regular mail or delivery in person. A party may change its address for notice hereunder by giving written notice to the other party.

8. Signatures.

A. In witness whereof, the parties to this Agreement, through their duly authorized representatives, have executed this Agreement on the days and dates set out below and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

 Date

 Signature

 Print Name