



City of Brighton

*renovated
amphitheater

REPORT FROM THE CITY MANAGER TO CITY COUNCIL
December 6, 2018

downtown
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SUBJECT: CONSIDER APPROVAL OF THE AMPHITHEATER RENTAL POLICY, RENTAL APPLICATION AND FEES

ADMINISTRATIVE SUMMARY

- With a new and enhanced Amphitheater, City staff has developed a detailed policy, rental application and fee schedule for those interested in utilizing the amphitheater area for use during civic events, by non- and for-profit businesses and organizations, as well as for private events.
- In researching similar venues in like communities in the surrounding area, staff developed a rental fee schedule. Staff believes the proposed fees are consistent with the surrounding communities as well as accommodate the different types of uses that are typically seen in the City of Brighton. The refundable deposit is needed due to the bandshell's sound/lighting systems equipment, including microphones and microphone stands, which are available for users.

The fee schedule is as follows:

Applicant	Rental Fee (3 Hour Min)	Security Deposit (refundable)*
City of Brighton	\$0	\$0
City of Brighton Resident/Business	\$75/hour	\$500
Non-City of Brighton Resident/Business	\$150.00/hour	\$500
Civic Event	\$300 per ½ Day	\$500
Civic Event	\$500 per day	\$500
Civic Event Performance Series	\$1,000 per 4 - ½ days	\$500 (per Performance)

*** The Security Deposit Shall Be Waived for Users Not Using the Sound or Lighting Systems**

- The City attorney reviewed the policy & application in October and provided feedback. These comments were incorporated into the policy and resent in November for final review.

RECOMMENDATION

Approval of the Amphitheater Policy, Rental Application and Fees.

Prepared by: Patty Thomas, Asst. to the DPW Director

Approved by: Nate Geinzer, City Manager

Attachments: Amphitheater Policy & Rental Application



City of Brighton

Amphitheater Policy & Rental 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. The primary intended use of the amphitheater is as a public venue, supporting civic, cultural and educational activities that are generally open to the public. 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.
- B. Secondly, the amphitheater may be rented for private functions given the parameters outlined in this Policy. Private functions are smaller in nature, with attendance governed by



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private invitation. Examples of a private function include weddings, graduations, and family gatherings.

- C. The Amphitheater may not be rented for more attendees than what is stated as the capacity in Section 2.
- D. 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. Existing public events, such as the 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.
- C. 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.
- D. 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.
- E. 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.
- F. All rentals are to be scheduled in three (3) hour periods. If a rental is requested for less than three (3) hours, the entire three-hour fee must be paid.



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Section 5. Rental Requirements

- A. Applicants must be at least 21 years of age
- B. Rental Fees.

Applicant	Rental Fee (3 Hour Minimum)	Security Deposit (refundable)*
City of Brighton	\$0	\$0
City of Brighton Resident/Business	\$75/hour	\$500
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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 or similar event accoutrements.
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 required.
5. All rental equipment must be removed at the end of the rental period.
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.



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9. No gas-powered generators are 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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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 photos be taken? Y N

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 #: _____



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Appendix A

