

**AGREEMENT AND RULES FOR USE  
OF  
CARSON PARK PORTABLE STAGE AND COVER**

**WHEREAS**, any and all individuals, business entities and groups or organizations of any kind, desiring to lease the Carson Park portable stage and cover, either as a collective unit or on a piecemeal basis (hereinafter "Lessee"), shall, as an express condition of their lease, agree to the rules and regulations contained herein. Lessee's unequivocal acceptance and agreement to abide by said rules is evidenced by Lessee's signature affixed hereto.

**NOW, THEREFORE**, as an express condition of any Lease agreement with Carson Park (hereinafter "Lessor") for the use of Lessor's portable stage and cover, either as a collective unit, or on a piecemeal basis (hereinafter "Leased Equipment"), Lessee shall agree to and be bound by the following rules and regulations.

**Section 1. Stage Rental Only**

For rental of only the stage portion of the Leased Equipment, the lease amount is as follows:

- A. Three Hundred And No/100 (\$300.00) Dollars is required for delivery and set up, which shall be supervised by Carson Park personnel only. Said Three Hundred And No/100 (\$300.00) Dollar lease amount includes one (1) day event rental fee.
- B. For each additional day, the rental shall be in the amount of Fifty And No/100 (\$50.00) Dollars per day.

**Section 2. Entire Unit Rental**

If the entire unit (stage and cover) is leased, the lease amount shall be as follows:

- A. Seven Hundred And No/100 (\$700.00) Dollars is required for delivery and set up, which shall be supervised by Carson Park personnel only. Said Seven Hundred And No/100 (\$700.00) Dollar lease amount includes one (1) day event rental fee.
- B. For each additional day, said lease amount shall be in the amount of One Hundred And No/100 (\$100.00) Dollars per day.

**Section 3. Lease Liability**

Lessee shall bear full legal and financial liability for any and all damage sustained to the Leased Equipment during the term of the lease, whether sustained by Lessee's acts, vandalism or force of nature. Lessee shall indemnify, save and hold Lessor harmless for any and all injury sustained by Lessee, its employees, agents or assigns, or any other person, in any way related to the leased equipment. A certificate of \$1,000,000 Commercial General

Liability Insurance with McCracken County Fiscal Court, and Carson Park Board listed as additional insured.

### **Section 3.1 Daily Operation Plan**

It is the responsibility of the Lessee to do the following daily:

- A. Check weather each morning and periodically throughout the day.
- B. Check tower base daily to ensure all remain level and plumb.
- C. Check guy wires and ballast assemblies daily to verify lines are tensioned and ballast has not moved.
- D. Provide a daily log of the above checks for each installation.

**\* NOTICE \* No Sound Equipment, Lighting Equipment Or Any Other Features Are To Be Attached To The Structure With C Clamps. No Exceptions!**

### **Section 3.2 High Wind Action Plan**

A. The High Wind Action Plan shall be in effect for the entirety of the event. An event shall be defined as starting at the initial commencement of the structure installation and ending once the structure is completely dismantled.

B. A competent responsible person from the Lessee shall be present to implement the High Wind Action Plan. (See Above)

C. Responsible person shall monitor wind speed forecasts prior to and during the event.

D. An anemometer provided by the county shall be placed on or near the structure to monitor wind speeds. If placed on the structure the anemometer shall be placed at the top of a tower or if on an adjacent structure, at a height equivalent to the height of the tower. The anemometer shall be located within fifty (50) yards of the structure.

E. When the roof system is unattended and not in use: the roof shall be lowered to its lowest level and secured.

F. When wind speeds are expected to exceed twenty (20) MPH: a team of qualified personnel shall be put on alert. All necessary personnel shall be in place and put on standby.

G. When wind speeds are expected to exceed thirty (30) MPH: all backdrop that

is fabric but not solid shall be removed from the system. All video walls and large speaker clusters shall be lowered to the ground and secured. Lowering of the backdrop or equipment shall be done from the ground by means of remotely activated equipment such as motors or mechanical releases.

H. When wind speeds are expected to exceed forty (40) MPH: all show operations shall cease and the immediate area shall be evacuated. Lower roof if time permits and wind speeds are below fifteen (15) MPH.

I. At wind speeds in excess of fifty (50) MPH: all personnel should maintain safe distance from the roof system.

J. The High Wind Action Plan provided by the County shall be posted at a conspicuous area on site. It must be available at all times to venue operators and crew.

K. Failure to follow the Operation Management Plan may result in collapse of the roof system, damage to equipment and injury to persons.

**Section 4. Merger**

The language contained in this document represents the entire agreement between the parties hereto with regard to the issues addressed herein and shall not be modified by any other writing or verbal agreement.

**Section 5. Attorney Fees**

Any attorney fees incurred by Lessor as a result of any dispute that may arise between the parties hereto which relates in any way to the Leased Equipment or to the agreement between said parties as to the use thereof, shall be the sole responsibility of the Lessee.

Having had an opportunity to read and understand the forgoing, Lessee hereby certifies that, as an express condition to the parties' lease agreement, the forgoing rules and regulations are unequivocally accepted and Lessee promises to fully comply with the same.

Carson Park  
**LESSOR**

\_\_\_\_\_  
**LESSEE**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE