

Louisville Metro Council City Agency Request

Neighborhood Development Fund (NDF)

Capital Infrastructure Fund (CIF)

Municipal Aid Program (MAP)

Primary Sponsor: Councilman Dan Johnson

Amount: \$5,000

Date: June 9, 2014

Description of program/project including public purpose, additional funding sources, location of project/program and any external grantee(s):

Facility rental agreement for Iroquois Amphitheater for KY Music Weekend

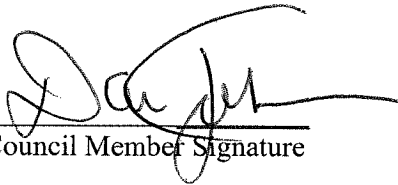
City Agency: Metro Parks

Contact Person: Robin Richards

Agency Phone: 502.368.5865

I have reviewed this request for an expenditure of city tax dollars, and have determined the funds will be used for a public purpose.

21
District #


Council Member Signature

\$5,000
Amount

6-10-14
Date

Approved by: _____
Appropriations Committee Chairman Date

Clerk's Office & OMB Use Only:

Request Amount: _____ Amended Amount: _____

Reference #: _____ To OMB: _____

Budget Revision #: _____

Account #: _____

To Project Manager: _____ Completion Date: _____

Actual Cost: _____ Funds Returned: _____

OFFICE OF METRO COUNCIL CLERK
REVIEWED

Revised July 2013

DATE 7-1-14 TIME 11:10am

Department/Project:

Additional Signatures

I have reviewed this request for an expenditure of city tax dollars, and have determined the funds will be used for a public purpose.

_____ District #	_____ Council Member Signature	_____ Amount	_____ Date
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_____ District #	_____ Council Member Signature	_____ Amount	_____ Date



METRO Parks

Facility Rental Agreement

Contract #: 21040
 Date: 13-May-14

User: robynr
 Status: Firm

Louisville / Jefferson County Metro Government by and through its Metro Parks Department, 1297 Trevilian Way, Louisville, Kentucky 40213 hereby grants Kentucky Music Weekend Inc (hereinafter called the "Licensee") represented by Nancy Johnson-Barker, permission to use the Facilities as outlined, subject to the Terms and Conditions of this Agreement contained herein and attached hereto all of which form part of this Agreement.

i) Purpose of Use Theater
 Kentucky Music Weekend

ii) Conditions of Use Need proof of insurance. 1 patch box (see Robyn), 2 risers from Amphitheater, 20 picnic tables (see Robyn) and 10 trash cans.

iii) Date(s) and Time(s) of Use # of Bookings: 5 Starting: Fri 25 Jul 14 08:00 AM Expected: 1,000
 Ending: Sun 27 Jul 14 10:00 PM

Facility/Equipment	Day	Start Date	Start Time	End Date	End Time	Fee	XFee	Tax	Total
Iroquois Amphitheater - Amphitheater	Fri	25-Jul-14	08:00 AM	26-Jul-14	12:00 AM	1,275.00	167.50	\$0.00	\$3,442.50
Iroquois Park - Iroquois Park - Special Event #1	Fri	25-Jul-14	09:00 AM	25-Jul-14	10:00 PM	\$0.00	\$0.00	\$0.00	\$0.00
Iroquois Amphitheater - Amphitheater	Sat	26-Jul-14	08:00 AM	27-Jul-14	12:00 AM	1,275.00	5429.25	\$0.00	\$1,704.25
Iroquois Park - Iroquois Park - Special Event #1	Sat	26-Jul-14	09:00 AM	26-Jul-14	10:00 PM	\$0.00	\$0.00	\$0.00	\$0.00
Iroquois Park - Iroquois Park - Special Event #1	Sun	27-Jul-14	09:00 AM	27-Jul-14	10:00 PM	\$0.00	\$0.00	\$0.00	\$0.00

iv) Additional Fees / DELIVERABLE ITEMS

Extra Fee - Bookings	Quantity	Hours	Charge	Tax	Total
Clean Up Crew 100	3	16:00	\$255.00	\$0.00	\$255.00
Light Tech Per Hour	10	16:00	\$255.00	\$0.00	\$255.00
Master Vending Permit 1 Day	3	16:00	\$637.50	\$0.00	\$637.50
Picnic Tables Non Profit	2	16:00	\$216.75	\$0.00	\$216.75
Riser Pieces	2	16:00	\$85.00	\$0.00	\$85.00
Sound Tech Per Hour	24	16:00	\$1,020.00	\$0.00	\$1,020.00
Trash Cans- 10	1	16:00	\$127.50	\$0.00	\$127.50
	45	112:00	\$2,596.75	\$0.00	\$2,596.75

v) Payment Method

Rental Fees	Extra Fees	Tax	Rental Total	Damage Deposit	Total Applied	Balance	Current
\$2,550.00	\$2,596.75	\$0.00	\$5,146.75	\$0.00	\$0.00	\$5,146.75	\$0.00

There is a \$50 fee for all returned checks

Date Amount

User: robyn

Contract #: 21040
Date: 13-May-14

User: robyn
Status: Firm

Friday, Jun 13, 2014

\$5,146.75

Facility Rental Agreement

Contract #: 21040
Date: 13-May-14

User: robynr
Status: Firm

vi) Other Information

CONDITIONS OF USE OF THE AREA:

- (1) Alcoholic Beverages are PROHIBITED, unless approved in writing by Director of Metro Parks.
- (2) Holder of the LICENSE AGREEMENT shall not allow any illegal activity on the premises during the use of the area.
- (3) Violation of Conditions (1) and (2) above shall be cause of immediate revocation of the LICENSE AGREEMENT, without refund for unused time.
- (5) The LICENSE AGREEMENT is issued to the above stated named Organization / Individual only and is non-transferable without prior permission of the Department.
- (6) The LICENSE AGREEMENT is valid only during the hours and on the day and date set forth above.
- (8) VEHICLES ARE PROHIBITED ON GRASS, unless pre-approved by Metro Parks. Cost to repair turf will be billed to event organizer.
- (9) Licensee is renting the facility on an "as is" basis. Licensee is responsible for any and all additional labor or equipment rental cost.
- (10) Metro Parks provides a venue rider for licensee's benefit. Licensee understands that venue rider is not a contract but rather a good faith effort to provide an accurate representation of the venue as of the date shown on rider. Metro Parks will make a good faith effort to provide the facility in the condition described in venue rider or better.
- (11) Licensee agrees to use facility's ticket service and pay a facility fee on every ticket sold.

TERMS:

- (1) Should the Metro Government terminate this permit, it shall be the responsibility of the permittee to remove within twenty-four (24) hours of notice of such termination, revocation or cancellation, anything Licensee placed on the property at the permittee's sole expense.
- (2) Licensee agrees that under no circumstances shall any public right -of - way or lands be used for commercial advertising. Licensee shall not place or permit any commercial advertising signs, banners, balloons, or other inflatables, placards or billboards upon the encroached property without approval of the Metro Government.
- (3) Licensee shall use the encroached property solely for the purpose described herin and no other activities may be conducted on said encroached property without the prior written approval of the Metro Government.
- (4) Licensee shall, at its expense, keep in good order, condition and state of repair the above-mentioned property during the period of this permit. Licensee shall make no alterations to, nor make any improvements on, the encroached property without the prior written approval of the Metro Government.

INSURANCE

Metro Parks requires that all lessees provide Proof of General Liability Insurance.

The lessee must submit a Certificate of Insurance providing proof of a commercial general liability, written on an occurrence basis for bodily injury, personal injury, property damage and product liability, with a minimum limit of liability of \$1,000,000.00 per occurrence and with a \$2,000,000.00 aggregate.

The lessee must list Louisville/Jefferson County Metro Government as additional insured and certificate holder on all commercial general liability policies.

Insurance must cover all dates, including but not limited to load-in, rehearsals, shows, and load-out.

User: robynr

Contract #: 21040
Date: 13-May-14

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Status: Firm

PAYMENT & FEES

- (1) Licensee will pay Licensor 15% (fifteen percent) of all pre approved food and beverage sales after tax. Invoices and sales sheet, along with final audit report will be submitted to Amphitheater Manager with settlement.
- (2) Licensee will pay Licensor 15% (fifteen percent) of all pre approved merchandise sales after tax. Invoices and sales sheet, along with final audit report will be submitted to Amphitheater Manager with settlement.
- (3) Licensor will provide ticketing services for the event. All revenue due from ticket sales will be paid to Licensee via check delivered first class mail following the event date.

HOLD HARMLESS AND INDEMNIFICATION CLAUSE

The Licensee shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Licensee's (or Licensee 's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

THE HOLDER OF THIS LICENSE AGREEMENT IS RESPONSIBLE FOR PROTECTING THE PROPERTY AGAINST DAMAGE DURING THE USE BY THE ORGANIZATION / INDIVIDUAL TO WHOM THE PERMIT IS ISSUED WILL BE BILLED FOR ALL SUCH DAMAGES

The undersigned holder of this permit hereby releases Louisville / Jefferson County Metro Government by and through its Metro Parks Department from any and all obligations, claims, or responsibilities arising from the use by the holder of this permit of the premises and activity covered by said permit, and further indemnifies and binds itself to hold the Louisville / Jefferson County Metro Government by and through its Metro Parks Department harmless from any obligation, claim or cause of action which might arise, be made, or brought against Louisville / Jefferson County Metro Government by and through its Metro Parks Department by any party arising from the use by the holder of this permit of the premises and activity covered by said permit.

Licensee Signature: _____

Metro Parks Representative _____

Nancy Johnson-Barker

Kentucky Music Weekend Inc
PO Box 86
Bardstown KY 40004
USA
Home: ()
Fax: (502)

Business: (502)368-5865

Please Return to:
Metro Parks
1080 Amphitheater Road
Louisville, KY 40214
Phone (502) 368-5865
Fax (502) 368-5955
Emergency Phone # (502) 574-3506 After Hours

Licensee Initials: _____