

**CITY OF MONROE
RESOLUTION NO. 007/2018**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONROE, WASHINGTON, ADOPTING A MOBILE STAGE
EQUIPMENT USE POLICY

WHEREAS, the City Council of the City of Monroe authorized purchase in 2016 of a Mobile Stage for its versatility of use at multiple locations and events within the community; and

WHEREAS, the City Council of the City of Monroe supports the intent of availing the Stage for rentals to generate revenue for the City during periods when the Stage is not being used for City programs or events; and

WHEREAS, the City Council of the City of Monroe supports the creation of a use policy that define the intent and purpose of the policy, reservation procedures, restrictions on use, rules and regulations, cancellation and liability policies.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONROE, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Adoption of Mobile Stage Equipment Use Policy. The City of Monroe Mobile Stage Equipment Use Policy is adopted in its entirety attached as Exhibit A.

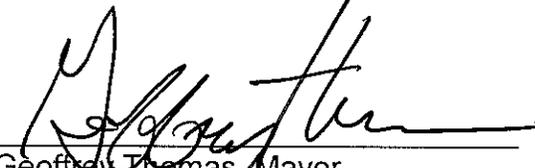
Section 2. Effective Date 3/20/2018. This resolution shall take effect immediately upon passage.

ADOPTED by the City Council of the City of Monroe, at its regular meeting thereof, and APPROVED by the Mayor this 20th day of April, 2018.

Approved: March 20, 2018
Effective: March 20, 2018

CITY OF MONROE, WASHINGTON

(SEAL)



Geoffrey Thomas, Mayor

ATTEST:

APPROVED AS TO FORM:



Elizabeth M. Adkisson, MMC, City Clerk



J. Zachary Lell, City Attorney



Statement of Intent and Purpose

This Policy sets forth the rules that will govern the rental use of the City of Monroe's portable Showmobile stage ("Stage") by other parties. The intent of availing the Stage for such use is to generate revenue for the City during periods when the Stage is not being used for City programs or events. It is the express purpose of this Policy to ensure that such use by other parties is limited to the authorized organizations, businesses and Government entities identified herein; that such will occur in a safe and lawful manner, in full compliance with all applicable laws, regulations and rules; that such use will not result in damage to the City's equipment; and that such use will be consistent with the respectful and family-oriented norms of the Monroe community. This Policy shall be reasonably construed and administered in furtherance of said intent and purpose.

Reservations

The City of Monroe Showmobile stage is available for rental use within the boundaries of the Monroe School District by organizations, and businesses when not in use by the City for city events and programs. Applications will also be accepted for the Showmobile from Government entities within Snohomish County. These out of area reservations are limited to one (1) reservation per calendar date per year per out of area Government entity.

The Mobile Stage Reservation Application shall be issued only to responsible adults, 18 years and older, who shall be in attendance at the function for which the Mobile Stage Reservation Application is made. Rental of the Stage and its accessories cannot be made less than 3 weeks in advance of the event or more than one year in advance of the event. The City's Parks & Recreation Director shall administer this Policy, and has the authority in his/her sole discretion to waive the 3-week requirement if it is determined that the reservation process can be completed in less than the 3-week time period. Events and activities for which the Stage will be utilized under this Policy are subject to approval by the Parks & Recreation Director.

Where applicable, some reservations may trigger a City of Monroe Special Event Application and/or other regulatory approval(s).

Restrictions on Use

Rental use of the Stage shall not involve the following:

- "Adult entertainment" as defined by Chapter 5.48 MMC
- The support for or opposition to any ballot proposition or candidate for public office as set forth in RCW 42.17A.555
- The advertisement or display of consumption, use or sale of illegal narcotics, marijuana, alcohol or tobacco products
- Performances that involve the use of expletives or overtly sexual content
- Uses that involve or otherwise promote unlawful discrimination based upon race, gender, ethnicity, disability status, national origin or otherwise

Stage Dimensions & Available Accessories for Rent

- Overall when closed for transport: Length 33'8", Height 13', Width 8'5".
- Overall when fully open: Length 33'8" (45' w/side wings open), Height 20'10", Width 16'5"
- Stage Dimensions when extended: 14'6" x 28'
- Stage Height from ground: 3'6"
- Capacity of Wheel chair lift: 800lb.

Electrical system:

- 110 - 120 VAC (30 amp) power center connects via 50' power cord to an external 110 - 120 VAC power source and supplies fluorescent lighting and 4 duplex outlets on the lower back wall.
- 220 VAC (50 amp) power center connects via 50' power cord to an external 220 VAC power source and supplies 4 duplex outlets on the canopy and optional incandescent show lights.

The Event Site

Prior to approval of the Stage rental, the Parks & Recreation Director or his/her designee must approve all event sites for which the Stage will be used.

Due to the size and weight of the unit and vehicle that pulls it, the following are required:

- The unit must be positioned so that it may be placed and hauled away with a minimum amount of backing.
- When the stage is open and extended to its fullest, it will fill an area approximately 20' wide, 40' long, and 20' high.
- A minimum clearance of 10' must be available behind the stage.
- A minimum overhead clearance of 20' is required to open the stage.
- A minimum clearance of 10' is required at each end of the unit to open the end doors.

Rules & Regulations

City Staff is required for:

- Stage transport to and from the site.
- All setup (opening) and take down (closing) of the Stage unit.
- Any necessary electrical connections (renter must provide necessary electrical source roughly 40 feet of the stage electrical panel. (TBD at site visit).
- Stage hydraulics, breaker boxes and all other stage mechanicals and controls will be operated only by City staff.
- If rental requires the Stage to be on location outdoors overnight, Stage must be closed by City personnel only. The Stage will be re-opened the following day by City staff and call back fees will be charged.

Renter:

- Renter must notify other local authorities/agencies of program plans and obtain, at Renter's sole expense, all necessary permits, licenses and approvals (including without limitation any required approvals from the Department of Labor & Industries, etc.). Permits may be required by the City for rental to occur.

- The renter is responsible, at Renter's sole expenses, for the clean-up of the Stage at the end of the rental period and prior to Stage removal by City staff. Clean up is to include, at a minimum, sweeping the Stage floor, mopping and removing all spills with water and mild cleaning detergent only, and removal of all decorations, trash, etc. Renter is responsible for providing cleaning materials. Any cleaning performed by City staff, attributed to the rental and not performed by Renter, will be charged to the Renter and deducted from the deposit.
- It is the Renter's responsibility to provide power source and access to the appropriate electrical voltage (120 and/or 220) necessary for the use of the Stage (sound, lights, etc.)
- Renter is responsible for ensuring that all activities are properly controlled and supervised to prevent damage to the Stage and injury to persons and/or property.
- If the Stage is on premises overnight the Renter shall provide City-approved security personnel and/or security plan.

General:

- No alterations may be made to the Stage. Decorations or banners may be attached by string or rope only.
- The use of any kind of tobacco products, alcoholic beverages or other intoxicating substances is not permitted on the Stage or extensions.
- Equipment shall be carried or rolled, not slid, across Stage floor. Risers and other heavy equipment shall be placed on protective approved cushioning provided by the Renter.
- Covering Stage graphics is prohibited.
- Renter shall ensure full compliance with all applicable laws, regulations and local ordinances, including without limitation all safety regulations and all restrictions regarding noise, traffic, gatherings, etc.
- Failure to follow any applicable law, regulation or ordinance, or any provision of this Policy, will result in potential loss of damage deposit and future rental privileges.

Delivery & Set Up

- Prior to approval of rental, City staff shall approve the physical site and access to setting up the Stage.
- The Stage will be delivered and setup on the day of its use and removed at the end of the rental period by City staff only.
- Renter shall be present at the site at the time the unit is scheduled to arrive to assist with orientation of the Stage, accept delivery of any rented accessories, and inspect (see checklist) the stage with City staff for cleanliness and any existing damage.
- Stage setup and take down take approximately 1 hour each. Additional equipment such as lights or portable stage sections will take longer to setup/take down.
- Once placed and setup, the Stage will remain in place for the duration of the event unless weather becomes a factor, at which time renter will notify City staff to remove or secure the stage.
- Renter shall be held fully liable and shall assume all risk from the time of delivery and setup until pickup by City staff. Renter agrees to turn over the Stage in the same condition as on delivery.

- Renter must be present and inspect (see checklist) the Stage for damage and cleanliness with City staff prior to pickup of the Stage.

Weather Related Policies

The Stage will not be opened or otherwise used in winds over 25 mph. The Parks & Recreation Director has the authority, in his/her sole discretion, to close the Stage during unfavorable weather conditions. In the event of weather that poses a likely risk of damage to the Stage (rain, wind or lightning), the Stage will be closed by City staff until they determine that conditions are safe for Stage opening. Renter is required to call the City staff contact to close Stage in the event that the above conditions warrant closure.

Cancellation Policies

- The reservation fee is non-refundable.
- Cancellation by the Renter must be made no later than ten (10) business days prior to the rental (the date the stage is requested for use) in order for a refund other than the nonrefundable reservation fee.
- A fifty percent refund other than the nonrefundable reservation fee will be made if the event is cancelled due to inclement weather or other elements beyond the control of the Renter and/or City even if the Stage is delivered.

Liability Policies

In renting the Stage and accessories, the City assumes no responsibility:

- For loss of, or damage to, any property placed on the premises by the Renter
- For the loss or damage to any property or personal effects, including motor vehicles and their contents, of the Renter, its agents, employees participants, guests or attendees.
- For any physical injuries sustained by any individual, or group of individuals, during the duration of the rental period.
- For malfunction of any electrical or mechanical equipment provided for the Renter (including without limitation sound system, lights, generator, etc.) and the Rental shall waive any claim thereof.
- Renter is responsible for providing Commercial General Liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. The insurance policy shall list the City as an additional insured. The insurance policy shall contain, or be endorsed to contain that the Renter's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Renter's insurance and shall not contribute with it. The Renter shall furnish a Certificate of Insurance along with the additional insured endorsement at least two weeks prior to the Renter's event.
- Renter agrees that it is renting the stage and equipment at its own risk. Should the City have to cancel the Renter's use of the stage for any reason such as damage to or theft of the stage, the Renter agrees that the City will not be responsible for any damages the Renter may have incurred as a result of the cancelation of the Stage and equipment rental.

Renter will assume responsibility and liability for the safety of all persons in attendance. Renter assumes all responsibility for any damage to the Stage and/or City equipment during the rental period. Part or all of the clean-up and damage deposit will be retained if necessary to cover expenses of repairing damage. Renter will be billed accordingly if damages exceed amount of deposit.

Stage & Accessory Rental Fees

A non-refundable reservation fee in the amount of **\$100.00, a \$500 deposit, plus full rental fees** are due upon notification of City approval. See weather related policy regarding refunds. The Renter will be billed for additional City staff overtime hours needed for any event that goes beyond the scheduled times or if City personnel are called back after the Stage is delivered and erected. The fees will be charged and deducted from the deposit. In the event the City cancels the rental for reasons other than weather-related concerns or breach or violation by Renter, the deposit and all fees will be refunded in full.

Reservation of Right

The City retains the right, in its sole discretion, to modify, supplement and/or repeal this Policy at any time. Nothing in this Policy shall be construed as vesting any enforceable right or cause of action in any other person or entity.



City of Monroe
Parks & Recreation
806 W Main St
Monroe WA 98272
360-863-4559

Date received _____

MOBILE STAGE RENTAL APPLICATION

Name of Event or Function: _____

Applicant or Organization: _____

Mailing Address: _____

City, State, Zip Code: _____

Contact Person: _____ Email: _____

Phone: (w) _____ (c) _____

Person **Present** and in Charge at the Event: _____

Cell phone # for day of: _____

EVENT INFORMATION

Date(s) of Event: _____

Location of Event: _____

Time (set-up): _____ Ending Time (take-down): _____ Start Time of Event: _____

How many performers will be on the stage? _____

Nature and Purpose of Stage use: _____

Exact Location Stage is to be placed: _____

AGREEMENT, RELEASE, | Mobile Stage Rental cont...

Attach Site Map(s) showing the following (*does not need to be to scale*):

- a. Placement of Stage
- b. Location of power source
 - a. Identify electrical supply/connection
 - b. Provide a picture of outlet to ensure compatibility
- c. Location of entrances

Your application will not be routed if a site map is not included.

NDEMNIFICATION AND HOLD HARMLESS

The person or organization (herein referred to as "Applicant") entering into a use agreement with the City of Monroe (herein referred to as the "City") for the use of City facilities or equipment described above (collectively "the Facilities") certifies that the information given in this application is current and correct. The undersigned further states that he/she has the authority to make this application for the Applicant and agrees that the Applicant will observe all rules and regulations. The Applicant further agrees to reimburse the City for any damages arising from the Applicant's use of said Facilities. Any accident involving injury to participants or damages to the Facilities occurring during the use of the Facilities will be reported to City immediately. FURTHERMORE, the Applicant agrees as follows:

The provisions of City of Monroe Equipment Use Policy No. _____ (Mobile Stage) are hereby incorporated by reference, and Applicant shall comply fully with all provisions of said Policy.

Applicant is aware of and expressly assumes all of the various risks of serious injury and/or death associated with or arising out of the use of the Facilities.

Initial: _____

In consideration for granting this request, and being fully aware of all of the risks, Applicant hereby RELEASES the City and its officials, employees, volunteers and agents ("the Released Parties"), and agrees to waive any right of recovery that Applicant may have, including the right to bring a legal claim, cause of action, or lawsuit for any bodily injury, death or other harmful consequences in any way arising out of use of the Facilities. Applicant understands that this release extends to all claims of any kind and every nature, known, unknown, suspected or unsuspected, in any way arising out of or related to use of the Facilities, to the fullest extent allowed by law.

Initial: _____

Applicant agrees to defend, indemnify and hold harmless the Released Parties from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of the Facilities or from any activity, work or thing done, permitted, or suffered by Applicant in or about the

Mobile Stage Policy

Facilities, except only such injury or damage as shall have been occasioned by the sole negligence of the Released Parties.

Initial: _____

Applicant agrees that it is renting the stage and equipment at its own risk. Should the City have to cancel the use of the stage for any reason such as damage to or theft of the stage, Applicant agrees that the City will not be responsible for any damages Applicant may have incurred as a result of the cancelation of the stage and equipment rental.

Initial: _____

I HAVE CAREFULLY READ THIS DOCUMENT, INCLUDING THE MOBILE STAGE POLICY ATTACHED TO THE FORM, AND AGREE ON MY OWN BEHALF AND ON BEHALF OF THE ORGANIZATION, AS APPLICABLE:

Printed Name: _____

Signature: _____ Date: _____

Mobile Stage Rental cont...

Applicant: _____

Date of rental: _____

Location of stage: _____

Fees & Charges		
Description	Options (check all that apply)	Amount Due
Reservation Fee \$100 (<i>non-refundable</i>)	_____	<u>\$100.00</u>
Daily Stage Rental Fees		
Non-Commercial \$500	_____	\$ _____
Commercial \$950	_____	\$ _____
Clean Up & Damage Fees Deposit \$500	_____	<u>\$500.00</u>
Mileage Fee (\$3 per mile)	_____	\$ _____
Call Back Fee (\$50 per visit)	_____	\$ _____
<i>(deducted from deposit if needed)</i>		
6,500 watt generator \$100 (per day)	_____	\$ _____
** not adequate to run show lights	_____	\$ _____
Show Lights \$80 (per day)	_____	\$ _____
Portable 4' x 8' stage sections \$75 (per day)	_____	\$ _____
Actual Cost owing		\$ _____
Refund (if any)		\$ _____
FOR OFFICE USE ONLY		

Date Received ___ **Date Paid** ___ **Amount Paid** ___ **Initial** ___ **Routed to Parks & Rec** ___

Reservation Request Approved?

___ **Yes, Mobile Stage is available. BRING THIS APPROVED FORM WITH YOU TO EVENT. THIS APPROVED FORM IS YOUR PROOF THAT RESERVATION IS APPROVED.**

___ **No, facility is not available.**

___ **A special event permit is required. Please contact Parks & Recreation office at (360) 863-4559.**

Comments

Date Approved _____ **Signature:** _____

Mobile Stage Rental cont...

Applicant: _____

Date of rental: _____

Location of stage: _____

Delivery Time	Pick Up Time

Inspection Check List

Item	Condition on Arrival	Condition on Departure
Exterior Paneling		
Interior Paneling		
Mechanical Stage Floor		
Supports & Wing Decks		
End Panels (doors)		
Lights		
Electrical Panel & connections		
Stairs		
Lift System & Controller		
Stage Skirting		
Fire Extinguisher		
Generator		
4' x 8' Stage Sections & legs		

Acknowledgement of inspection upon arrival of equipment:

City Signature _____ Renter Signature _____ Date _____

Acknowledgement of inspection upon departure of equipment:

City Signature _____ Renter Signature _____ Date _____