



APPLICATION HERITAGE PORT & VETERANS MEMORIAL AMPHITHEATER

Complete and submit at least 45 calendar days prior to the intended event

NAME/ORGANIZATION: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE _____

SITE BEING REQUESTED: (Select One or Both Based Upon the Event)

HERITAGE PORT

VETERANS MEMORIAL AMPHITHEATER

TYPE OF EVENT (Please Provide a Brief Description): _____

DATE(S) OF EVENT: _____

EVENT TIME(S): _____

TIME EVENT STAFF WILL BE ON SITE TO SET UP: _____

WILL EVENT REQUIRE THE SALE OF TICKETS: YES _____ NO _____

ANTICIPATED NUMBER ATTENDING: _____

EVENT INFORMATION (Please check all that are applicable):

Will event tickets be sold? YES _____ NO _____

If AYES,@ will there be reserve or festival seating: Reserve _____ Festival _____

Will electric be required? YES _____ NO _____

If AYES,@ indicate how many circuits will be needed and the breakdown of what amp level per circuit: Number of circuits: ____/amp breakdown - 110 ____ 220 ____

If AYES,@ describe where electric is needed (i.e., port stage, amphitheater stage, Water Street, etc.):

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Will perimeter fencing or other forms of barriers be needed? YES _____ NO _____

Will stage lighting be required? YES _____ NO _____

Will food be served? YES _____ NO _____

Will Alcohol be served? YES _____ NO _____

If AYES,@ what type: _____

Will restroom services be needed? YES _____ NO _____

If AYES,@ the cost for such services is \$14.00 per hour for one attendant and \$22.00 per hour for two attendants. WesBanco Arena staff reserves the right to decide on number of attendants needed on a per event basis.

Will sanitary services be needed? YES _____ NO _____

If AYES,@ name of company: _____

Will chairs and/or tables be utilized? YES _____ NO _____

Will pyrotechnics/fireworks display be involved? YES _____ NO _____

If AYES,@ name of company: _____

Note: Please utilize are site map for laying out use of requested area (i.e., stage arrangements, vendor placement, street and/or sidewalk closings, electrical needs, portable restroom facilities, fireworks display, etc.) Pyrotechnics/firework display requires municipal and state review and approval. Please contact the City Manager=s Office at 304-34-3617 for assistance.

STREETS & SIDEWALKS

Will closing a roadway(s) be required? YES _____ NO _____

Locations: _____

Requested day/time of closing: _____

Day/time of re-opening: _____

Will closing a sidewalk(s) be required? YES _____ NO _____

Locations: _____

Requested day/time of closing: _____

Day/time of re-opening: _____

Note: If AYes@ to any of the above, a completed City Right of Way Application must be submitted to the City Manager=s Office no later than fourteen (14) calendar days prior to the event date. See Right of Way Application Form.

VENDOR INFORMATION

Will vendors (i.e., food and/or merchandise) be participating? YES _____ NO _____

If AYES,@ please list the vendors:

VENDOR NAME	MAILING ADDRESS	PRODUCT

I, the undersigned, recognize that the submission of this application does not guarantee the use or gives permission to use the requested facilities. Furthermore, it is agreed to that the rules and regulations for the use of Heritage Port and Veteran=s Memorial Amphitheater shall be adhered.

Applicant/Contact Person=s Signature

Date

Internal Use Only: Date & Time Received: _____ Non-Refundable Deposit: \$ _____ Type of Payment: _____

USE AGREEMENT

HERITAGE PORT/VETERAN=S MEMORIAL AMPHITHEATER

THIS AGREEMENT, made this _____ day of _____, 20____ by and between the City of Wheeling, a municipal corporation of the State of West Virginia, or its authorized agents, hereinafter referred to as the ACity,@ and _____ hereinafter referred to as the AUser.@

WITNESSETH: For and in consideration of the mutual agreements contained herein, the City hereby grants permission to the User to use the City property known as the _____, as designated in the attachment hereto, subject to the following terms and conditions:

1) The term of this agreement shall be for a period of _____, commencing on _____, 20____ to and including _____, 20____. The User may move in the permitted area on _____, 20____ at _____ in order to set up for the event and shall move out on _____, 20____ by _____.

2) The user shall use and occupy said premises in a safe and careful manner and shall comply with all applicable municipal, state and federal laws, and rules and regulations as prescribed by the Fire and Police Departments, City Manager=s Office and other governmental authorities as may be in force during the term of the Agreement. In addition, all general and specific rules and regulations regarding the premises and its use shall be made part of the terms and conditions of this Agreement and are attached hereto.

3) In consideration of the granting of the right to utilize said premises, the User shall pay to the City a User Fee and Charge in the amount of \$_____.

4) The User shall surrender the premises in as good a state and condition as they were in at the commencement of this Agreement. The User also agrees that if said premises, or the buildings, equipment, or other appurtenances thereon, are damaged during the term of this Agreement by the act, default, or negligence of the User or its officers, agents, employees, guests, patrons or any person or persons admitted to said premises by the User, the User shall pay to the City upon demand such sum as shall be necessary to restore said premises to the condition they were in at the commencement of this agreement.

5) The User shall conduct its activities upon the premises so as not to endanger any person lawfully thereon; and shall indemnify, save and hold harmless the City of Wheeling, the Wheeling Municipal Auditorium Board, WesBanco Arena and the Wheeling National Heritage Area Corporation and all their officers, agents and employees from any and all claims for losses, injuries, damages and liabilities to persons or property occasioned wholly or in part by the acts or omissions of the User, its agents, officers, employees, guests or patrons.

The User shall provide a certificate of insurance no later than fourteen (14) calendar days prior to the use of the premises which indicates that the User has maintained in full force and effect a policy of comprehensive public liability insurance for bodily injury and personal injury protection in the minimum amount of \$1,000,000.00 combined single limit for injury and one person and \$2,000,000.00 for more than one occurrence or accident, and property damage insurance in a minimum amount of \$250,000.00 covering liability that may arise during the term of the Agreement. Such insurance shall be underwritten by a company licensed to do business in the State of West Virginia. The certificate shall name the City of Wheeling, the Wheeling Municipal Auditorium Board, WesBanco Arena and the Wheeling National Heritage Area Corporation as additional insured and shall be listed as such on the insurance certificate.

6) The User agrees that within eight (8) hours of the last performance or closure of the event,

the User shall remove all such equipment, property, and other materials erected or placed on the premises by the User or on its behalf. In the event that the User refuses or fails to remove said materials or objects, or refuses to vacate said premises within the time specified in Article 1, the City, or its authorized representative, shall have the right to remove from said premises to store, or cause to be stored at the expense of the User, such equipment, property, materials or other objects without incurring liability for any damages or losses to said equipment, property, materials, or objects which may be sustained either by reason of such removal or the place to which it may be removed to, and the City, or its authorized representative, is hereby expressly released from any and all claims for damages of whatever kind or nature.

7) The User shall ensure that all means of ingress and egress to and from the premises are kept unobstructed at all times. The User shall also take steps to prevent disruption of the normal traffic flow in and around the area of said premises. As such, the User shall provide to the City a site plan of the intended use of the premises for approval.

8) The City, or its authorized representative, assumes no responsibility whatsoever for any property placed in said premises, and the City is hereby expressly released and discharged from any and all liabilities for any loss, injury or damages to person or property that may be sustained by reason of the occupancy of the said premises under this Agreement. All security or other protective service desired by the User must be arranged for by the User at its own expense.

9) The User agrees to pay promptly all taxes, excise or license fees of whatever nature applicable to this occupancy and to take out all permits, licenses, municipal, state or federal, required for the usage herein permitted, and further agrees to furnish the City, or its authorized representative upon request, duplicate receipts or other satisfactory evidence showing the prompt payment of all taxes and fees above referred to, and showing that all required permits and licenses are in effect.

10) The agents and representatives of the City shall have the right to make inspections of the premises at any time for the purpose of securing compliance with the terms and conditions of this

Agreement.

11) In the event of a breach by the User of the terms or conditions of this Agreement, the City shall have, in addition to any other legal recourse, the right to terminate this Agreement forthwith, to enter and obtain possession of the entire premises, to remove and exclude any and all property of the User therefrom, all without service of notice or resort to legal process and without any legal liability on its part.

12) The User shall pay all expenses that shall be paid or incurred by the city in enforcing the provisions of this Agreement, including but not limited to attorney=s fees and legal costs.

13) This Agreement constitutes the entire agreement between the City and the User. No term, provision, or condition of this Agreement may be altered or amended, nor may any term, provision, or condition be added to this Agreement, except upon the execution of a written agreement by the City, or its designee, and the User. The User shall not assign the terms and conditions of this Agreement or sublease the whole or any part of the premises without written permission of the City.

14) This Agreement and all and each of its terms and conditions shall be binding on and insure the benefit of the parties hereto, their administrators, representatives, agents or employees.

(15) The User shall not dig or drill holes in any concrete, brick, asphalt, grass or dirt surface of the premises for any purpose. This shall include securing any object by nails or screws into any surface. Any paid event must have prior approval of the site plan by the City for the use of non-permanent fencing around the area.

(16) If as a consequence of such force majeure, the premises or reasonable access thereto shall be destroyed or rendered unfit or unavailable for the use by the User provided for hereunder and which shall include a reasonable time for the removal of the effect thereof, but for no longer period, such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

If it appears that by reason of such force majeure, the premises or reasonable access thereto shall be destroyed, rendered unfit or unavailable for use, the City may, on written notice to the User, terminate this Agreement.

The term force majeure as employed in this Agreement shall mean acts of God, acts of public enemy orders or enactments of any kind of the Government of the United States or of the State of West Virginia or any county or municipality in which the Heritage Port or Amphitheater is situate or of any civil or military authority, insurrections, riots, epidemics, landslides, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrest, civil disturbances, explosions, partial or entire failure of utilities.

17) For any paid public events that have been scheduled at Heritage Port and/or Amphitheater, the promoter of the event shall arrange ticketing services through the WesBanco Arena. The WesBanco Arena shall withhold all applicable taxes regarding the event.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by duly authorized officers as of the date first written above.

THE CITY OF WHEELING, a municipal corporation

By: _____
Its: City Manager

USER _____
By: _____
Its: _____