

RENTAL APPLICATION
HERITAGE PORT / VETERANS MEMORIAL AMPHITHEATER

SUBMIT TO: SFedorko@wesbancoarena.com (Fax: 304.233.7001)

FULL APPLICATION MUST BE COMPLETED AND SIGNED BY ALL REQUIRED PARTIES AT LEAST 45 DAYS BEFORE EVENT; OTHERWISE, APPLICATION MAY BE DENIED.

EVENT NAME: _____
Please write the exact title of your event, as you'd prefer it to be listed.

COORDINATOR _____ **ORGANIZATION** _____

ADDRESS _____ **CITY** _____

STATE _____ **ZIP** _____

PHONE NUMBER _____ **EMAIL** _____

ARE YOU 501(C)(3) OR SIMILARLY EXEMPT? _____ **IS YES, PLEASE PROVIDE EIN#** _____

SITE REQUESTED (Select one or both): _____ HERITAGE PORT _____ VETERANS MEMORIAL

Note: Please submit a site map noting general layout of the event. Include vendor placement, stage location, barricades, etc. Heritage Port map is included in application package. Site request does not include use of private parking lots, WesBanco Arena, or property of surrounding businesses.

BRIEF DESCRIPTION OF EVENT: _____

SET-UP / EVENT SCHEDULE

NOTE: If set-up and/or event is planned prior to 5:00 p.m. on a weekday, City Manager Robert Herron must sign off

SET-UP DATE(S) _____ TIME(S) _____

City Manager Signature

EVENT DATE _____ TIME _____

City Manager Signature

EVENT DATE _____ TIME _____

EVENT DATE _____ TIME _____

TEAR DOWN _____ TIME _____

EVENT REQUIREMENTS

ELECTRIC

Will electric be required? Yes _____ No _____

If YES: A meeting with Tim Birch is required (304.234.3855) to discuss requirements.

If YES: Event coordinator/organization may be responsible for paying for usage during the event. City personnel may read/record meters before and after event to calculate actual electrical usage.

Do you need electric for a microphone? YES _____ NO _____

110v electric for stage? YES _____ NO _____

If you need anything else, please list electric requirements here:

Are you working with a Certified Electrician? YES _____ NO _____

Company	Contact Name	Contact Number
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ELECTRIC FOR VENDORS

Heritage Port electric required by vendors using 220v service will be charged as follows:

- **Up to 4 vendors requiring electric:** FREE
- **5+ vendors requiring electric:** \$10.00 per Booth Space per Day (if service is provided from the Port System on the West Side of Water Street)

If electric is required, Tim Birch must sign off. Otherwise, application may be denied.

Event Coordinator

Tim Birch, Operations City of Wheeling

FOOD AND BEVERAGE

Will food be served? YES _____ NO _____

If YES: Please contact the Health Department (304.234.3682). Every vendor must have a Food Handlers' Permit for each unit and/or trailer.

Will vendors need water connection? YES _____ NO _____

If YES: Please contact the Water Department (304.234.3762). Otherwise, water connections are not provided on site.

Will Alcohol be served/sold? YES _____ NO _____

If YES: Police presence must be at every booth. Sign off is required by the Wheeling Police Dept. Please contact Deputy Chief Marty Kimball (304.234.6456). **Fees may apply.**

If YES: Signage must be posted at event boundaries to inform attendees of open container law restrictions (i.e., "No alcohol past this point. Police will enforce open container law.").

If YES: Festival License is required from the West Virginia Alcohol Beverage Control Administration. Applications can be found online (<http://www.abca.wv.gov>) or by calling Tim Mattern (304.558.8208).

Waste Disposal

All food and beverage waste must be properly disposed. The dumping of grease, beer "overflow," and other non-water liquids is NOT permitted into stormwater drains, grass, streets, or Ohio River. These liquids may be emptied into sanitary drains.

Please communicate this information to all food/beverage vendors. Consult Tim Birch on which drains may be used.

IF ALCOHOL WILL BE SERVED, WHEELING POLICE DEPT. MUST SIGN OFF. Otherwise, application is denied.

Event Coordinator

Deputy Chief Kimball

SANITATION

Will garbage pickup be needed by the City of Wheeling? YES _____ NO _____

If YES: Contact Rusty Jebbia (304.234.3731) to schedule City sanitation services. Fees may apply.

If NO: Please list the name of the company that will provide sanitation services and attach contract.

NOTE: Be advised that if a contracted sanitation company and/or volunteers are used and Heritage Port clean-up is deemed insufficient, the City of Wheeling Public Works Department may complete clean-up and bill the event coordinator/organization for services after the event.

No one is permitted to leave trash in the dumpsters of WesBanco Arena or any downtown businesses. Unauthorized trash disposal may result in an additional charge.

Company	Contact Name	Contact Number
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OPERATIONS

Are set-up, clean-up, or other related services needed by the City of Wheeling? This could include setting up street barricades, fencing off the festival area, renting Operations vehicles (e.g., dump trucks, golf carts, street sweepers, water/eductor trucks), or other services.

YES _____ NO _____

If YES: Contact Tim Birch (304.234.3855) to review Operations needs and arrange for after-hours clean-up, if applicable. Fees may apply.

If NO: You are permitted to use volunteers where possible. However, please be advised that if Heritage Port clean-up is deemed insufficient, the City of Wheeling Public Works Department may complete clean-up and bill the event coordinator for services after the event.

Event Coordinator	Tim Birch, Operations Department
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POLICE/EMERGENCY SERVICES

Do you require emergency services on site during event? Yes _____ No _____

If YES: Contact the Wheeling Fire Department to notify the office of your event (304-234-3776). A fee will be charged for scheduling EMS on site.

What is your emergency preparedness plan? Include contingency plan in the event of bad weather.

Do you require police presence on site during event? Yes _____ No _____

If YES: Contact the Wheeling Police Department to notify the office of your event and review security needs (304-234-6456). A fee will be charged for officers working on site.

What is your security plan? If Wheeling PD is not providing security, please note whether a private security company will be hired.

USE OF STREETS, SIDEWALKS, and/or HERITAGE TRAIL

Is your event a walk/run? Yes _____ No _____

Will you be using Heritage Trail for your event? Yes _____ No _____

TIP: For run/walk events, using sidewalks (without restricting public access) and/or Heritage Trail reduces applicable fees, required permits, and security needs.

Will closing a **roadway(s)** be required for your event? Yes _____ No _____

Will closing a **sidewalk(s)** be required for your event? Yes _____ No _____

If YES to either: A completed City Right-of-Way Application MUST be submitted with this rental application no less than 21 calendar days prior to event date. Please see last page.

Closing roadway(s) will require City of Wheeling Police presence. **Fees may apply.**

Event Coordinator

Deputy Chief Kimball

IMPORTANT INFORMATION

Contract Inclusions/Exclusions:

This contract is for use of Heritage Port and/or Veterans Memorial Amphitheater. This contract does not include WesBanco Arena, outdoor Arena patio, garage under Arena patio, lobby, any City parking lots or parking garages. Use of parking lots/facilities must be negotiated with the appropriate owners.

The use of golf carts, tents, garbage cans or dumpsters, chairs, tables, and any other equipment or tools owned by the City or the Arena should be arranged in advance with the City of Wheeling Public Works Department. Fees may apply.

This contract does not guarantee electricity will be available in some areas of the port due to river levels or the inability to provide maintenance during unforeseen weather conditions. WesBanco Arena is not the back-up site in the event of inclement weather.

Additional Event Requirements:

Heritage Trail runs through the Heritage Port area and must either be kept open or a detour established around your event to allow for its continued use. This can be outlined on your site map.

Vendors: In addition to the conditions stated in this contract, it is the event coordinator’s responsibility to make sure ALL VENDORS have a City of Wheeling business license, along with applicable food and beverage permits/licenses.

To maintain the integrity of the area, we ask that the sidewalk on the east side of Water Street and adjacent to businesses be treated with respect and that no oils, grease, paint or other staining agent be used on or around these businesses. This also applies to the brick area around the flagpole.

Fireworks/Pyrotechnics: Firework displays require municipal, state, and Coast Guard approval. Information on obtaining a license: call 304.558.2191 or go to <http://www.firemarshal.wv.gov/>. Fireworks are NOT permitted to be launched from the Suspension Bridge, per WV DOT regulations. Any fireworks let off behind the WesBanco Arena or from the Main Street Bank lot will require firefighters on site on WesBanco Arena’s rooftop and back parking lot. The permit applicant will be held responsible for any damages or loss due to pyrotechnics.

Paper lanterns, or similar unmanned balloons that require fire underneath to propel them into the air, are prohibited by the WV State Fire Code. Luminary bags can be lit with LED lights but not live flames.

I, the undersigned, recognize that the submission of this application does not guarantee the use of or permission to use the requested facilities. Furthermore, it is agreed that any sponsoring organization, its employees, volunteers, vendors, and agents will comply with all rules and regulations for the use of Heritage Port and Veterans Memorial Amphitheater outlined in this application.

Event Coordinator _____ Title _____ Date _____

USE AGREEMENT
HERITAGE PORT/VETERANS MEMORIAL AMPHITHEATER

THIS AGREEMENT, made this [redacted] day of [redacted], 20 [redacted] 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 CITY, and hereinafter referred to as the USER.

WITNESSTH: 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 [redacted], as designated in the attachments hereto, subject to the following terms and conditions:

- 1) The term of this agreement shall be for a period of use from [redacted], 2018 to set up the event and shall be moved out by [redacted], 2018.
- 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 \$ _____. (To be filled out by City Manager)
- 4) The User shall surrender the premises in as good a state and condition as they were in at 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 Greater Wheeling Sports & Entertainment Authority, WesBanco Arena 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 less than 21 calendar days prior to the use of said 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 insurance certificate shall name the City of Wheeling, Greater Wheeling Sports and Entertainment Authority, and WesBanco Arena as additional insured parties. This shall be listed as such on the insurance certificate. Under description of operations, include the following: "It is understood and agreed that any insurance carried by the City of Wheeling is excess and in no way contributory or quota share." (Please make sure this specific wording is on your insurance certificate.)

The policy should not have exclusions for the following incidents;
Assault & Battery, Abuse or Molestation, Firearms, Independent contractors injury, Vendors injury Liquor
Liability coverage should be provided by all vendors distributing alcoholic beverages

- 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 material 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 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 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 there from, all without service of notice or resort to legal process and 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 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 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 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 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.

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: _____

SIGNED BY: _____