



**MONTROSE ROTARY AMPHITHEATER APPLICATION**

**Part I – Event Information**

**Facility Use:**

- Level One - Stage Only
- Level Two - Stage, Wings, and Backstage Area
- Level Three - Full Facility Including Vendor Area

**Date(s) of Event** \_\_\_\_\_ **Date of Application** \_\_\_\_\_

**Name of event:** \_\_\_\_\_

**Legal entity to hold permit:** \_\_\_\_\_

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: Daytime \_\_\_\_\_ Evening \_\_\_\_\_

Email Address: \_\_\_\_\_ Website Link: \_\_\_\_\_

**Brief description of the event:** \_\_\_\_\_

**Is this a private event?**  Yes  No **Advertised to the public?**  Yes  No

**Anticipated attendance:** Per Day: \_\_\_\_\_ Total: \_\_\_\_\_

**Dates and times:**

Setup: Date: \_\_\_\_\_ Time: \_\_\_\_\_

Start of Event: Date: \_\_\_\_\_ Time: \_\_\_\_\_

End of Event: Date: \_\_\_\_\_ Time: \_\_\_\_\_

Cleanup Completed by: Date: \_\_\_\_\_ Time: \_\_\_\_\_

**Will admission be charged?**  Yes  No Amount (s): \_\_\_\_\_

**Will this event include food and/or merchandise vendors?**  Yes  No

**Will alcohol beverages be sold or served at this event?**  Yes  No

**What entity will sponsor the liquor permit?** \_\_\_\_\_

Exact time alcohol will be on location: \_\_\_\_\_ (a.m./p.m.) to \_\_\_\_\_ (a.m./p.m.)

Exact time alcohol will be served: \_\_\_\_\_ (a.m./p.m.) to \_\_\_\_\_ (a.m./p.m.)

**Please note: Alcohol sales and service must cease by 9:00 p.m.** It is the responsibility of the event organizers and liquor permittees to be familiar with the laws and liabilities associated with the sale of alcohol beverages. Please review state statutes regarding the sale and service of alcohol and/or attend a City sponsored alcohol server training class.

**Is electricity needed?**       Yes     No      Time Needed: \_\_\_\_\_

**Will sound amplification be used?**       Yes     No

**Will temporary structures be used?**       Yes     No

If yes, please describe the type, size, location, and method of securing:

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**If the estimated attendance of the event is more than 200 people, please provide a brief description of the following:**

Parking and Traffic Management Plan:

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Emergency Plan:

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Sales Tax Collection Plan (if food and/or merchandise are sold):

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Additional comments/requests:

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## **Additional Licenses and Permits**

Additional permits may be required depending on the components of your event. Applicants and/or vendors are responsible for complying with the terms of these licenses and permits.

- \_\_\_\_\_ Food Service License (Montrose County Health Department - 970-252-5000)
- \_\_\_\_\_ City Sales Tax Sponsor Agreement (Sales Tax Accountant - 970-240-1465)
- \_\_\_\_\_ Transient Vendor's License (Sales Tax Accountant - 970-240-1465)
- \_\_\_\_\_ Alcohol Permits (City Clerk's Office - 970-240-1430)

## **Rules & Regulations**

1. Applications must be submitted at least 60 days but no more than 18 months in advance of the date of the event.
2. Proof of Insurance in the amounts listed below, naming the City, its officers, agents and employees as additional insureds for claims arising from the event.

\$2,000,000	General Aggregate (Per Event/Certificate)
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence
\$1,000,000	Damage to Premises Rented to You
\$ 5,000	Medical Payments

3. For groups planning to sell and serve alcohol beverages:
  - a. A Special Events Permit or Festival Permit to sell and serve alcohol beverages must be obtained through the City of Montrose and State of Colorado. Applications are processed through City Clerk's Office.
  - b. A detailed plan on how the area will be secured for sale and consumption of alcohol will be required.
  - c. Events with a permit to sell and serve alcohol may be required to hire a minimum of two police officers during the time alcohol is being served. The number of officers required will be determined by the City in its sole discretion based on the nature of the event. The fee is based on the actual burdened rate of officers and sergeants, will be reviewed annually, and is subject to change.
  - d. Alcohol service must cease by 9:00 p.m. unless prior approval is granted.
4. Park hours are 5:00 a.m. to 11:00 p.m.
5. Noise which unreasonably annoys, injures or endangers the comfort, health, peace or safety of others is prohibited by City ordinance.
6. The rules and regulations of the Montrose City Code shall be followed at all times.

*Free advertising for your event is available at [VisitMontrose.com/Events](http://VisitMontrose.com/Events)*

7. Permittee agrees to indemnify and hold harmless the City of Montrose, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this permit, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Permittee, or any employee of the Permittee, or which arise out of any worker's compensation claim of any employee of the Permittee. The Permittee agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Permittee, or at the option of the City agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims or demands. The Permittee also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.
8. Permittee hereby agrees to waive any claim against the City, its officers or employees for damage to their persons or property arising out of this permit, the exercise of rights granted under this Permit, or the use of the public property granted herein by the City.
9. Permittee shall maintain and use the public property at all times in conformity with City ordinances, regulations and other applicable law, keep it in a safe and clean condition, and allow no nuisance to be created by virtue of the Permit. Permittee shall not construct any buildings or improvements upon the public property. Temporary structures shall not be anchored to sidewalks or pavement. Permittee shall not apply any unauthorized inscription, word, figure, painting or other defacement that is written, marked, etched, scratched, sprayed, drawn, painted, or engraved on or otherwise affixed to any natural or man-made surface on public property by any means including but not limited to an aerosol paint container, a broad tipped marker, gum label, paint stick or graffiti stick, etching equipment, brush or any other device capable of scarring or leaving a visible mark on any natural or man-made surface, even if considered temporary in nature. Directional markers and distance markers are not allowed on any public property; vinyl wire flag markers (wire no greater than 14 gauge nor longer than 24") are allowed if removed immediately following the event. Permittee shall be held responsible for any damage incurred to the public property or adjacent surrounding area as a direct result of the event's activities, including but not limited to loss of damage deposit, cost of repair for damages, fines and imprisonment, restitution, community service, or other sentence imposed by a court of competent jurisdiction.
10. The City reserves the right to refuse use of the facility to any club, organization, person or persons. The City may revoke this permit at any time as deemed appropriate in the City's sole discretion; in such case, all property of the Permittee shall be removed at Permittee's expense and pre-existing conditions restored.
11. The City reserves the right to impose additional or increased requirements, terms and conditions, based upon the City's responsibility to protect and safeguard public health, peace and safety, and to preserve the security of public property. Should additional or increased requirements, terms, and conditions be imposed, they shall be sent to the permittee in writing.

I understand the rules and regulations as outlined above and agree to comply with all conditions stated above. I agree to the estimated fees and deposit listed below, and I confirm that all statements on this application are true and accurate to the best of my knowledge.

**Total Estimated Fees are for a 24-hour booking period.**

Level One - Stage Only	\$ 100.00 per day	\$ _____
Level Two - Full Facility - Stage, Wings & Backstage Area	\$ 500.00 per day	\$ _____
Level Three - Full Facility Including Vendor Area	\$1,000.00 per day	\$ _____
Event Deposit - 50 Percent of Estimated Use Fees		\$ _____
TOTAL AMOUNT DUE:		\$ _____

\* Nonprofit organizations that provide a Certificate of Good Standing from the Secretary of State website (<https://www.sos.state.co.us/biz/BusinessEntityCriteria.do>) are exempt from amphitheater usage fees for community events. This does not include fees for portable toilets and alcohol permits. Deposits must be paid by all users, regardless of nonprofit status.

\_\_\_\_\_  
**Signature of Event Organizer**

\_\_\_\_\_  
**Date**

**Section Below for City Use Only**

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**Conditions:**

\_\_\_\_\_  
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 \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
 Signature

<i>Application Received</i>	
<i>Notifications Sent</i>	
<i>Pre-Event Walk Through</i>	
<i>Insurance Certificate Received</i>	
<i>Fees/Deposit Collected</i>	
<i>Access Code Provided</i>	
<i>Post-Event Inspection</i>	
<i>Deposit Refunded</i>	

<b>Services</b>	<b>Quantity</b>
<i>Garbage Cans</i>	
<i>Recycle Containers</i>	
<i>Portable Toilets</i>	
<i>Fencing</i>	