



THURMAN SPRINGS PARK
HOME OF THE
HARDY FAMILY AUTOMOTIVE AMPHITHEATER

Park User Handbook



Amphitheater Location:

4485 Pineview Dr
Powder Springs, Georgia 30127

Parks, Recreation and Cultural Affairs Office:

4181 Atlanta St
Powder Springs, GA 30127
770-943-1666
trogers@cityofpowdersprings.org
www.cityofpowdersprings.org



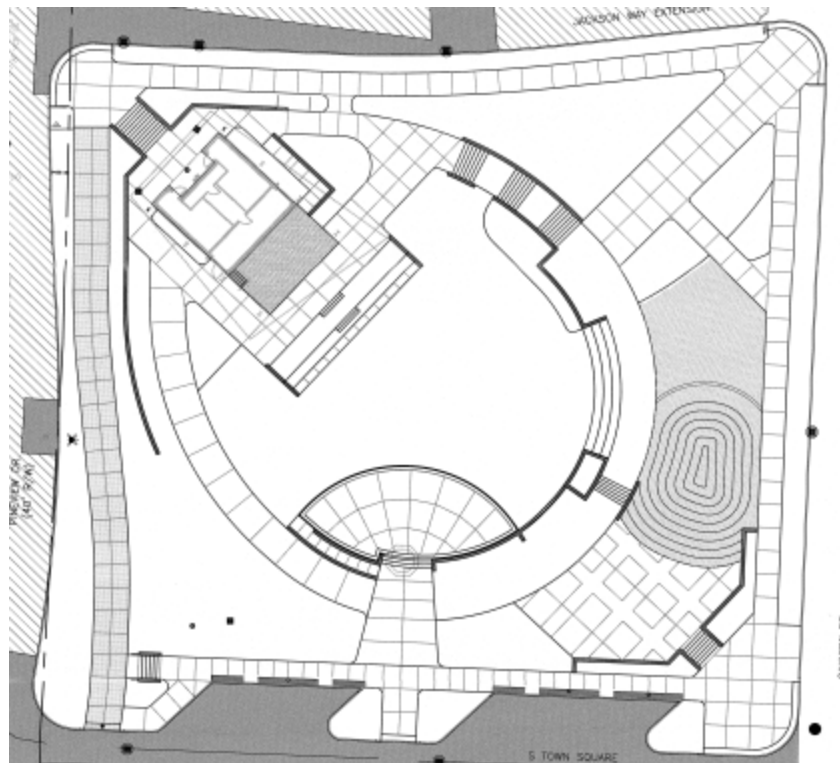
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Thank you for your interest in Thurman Springs Park, home of the Hardy Family Automotive Amphitheater, located in beautiful downtown Powder Springs, Georgia!

Constructed in 2019, amenities of our new park facilities include a fountain/splash pad, play area with climbing structure, and a variety of seating options from the expansive lawn to tiered benches, and some bar-style seating in select areas.

The Amphitheater may be reserved and used for special events and performances with an expected attendance of ***2,500** guests or less. Rental includes permanent restrooms, plaza, stage, green room, and terraced lawn seating areas.

***Numbers will be altered to accommodate COVID-19 recommendations.**



Hours and Days of Availability

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Hours and Days of Availability

1. Availability Schedule

- a. The Amphitheater is available for rental during the following hours:

Monday through Saturday	7:00 a.m. – 10:00 p.m.
Sunday	9:00 a.m. – 9:00 p.m.

- b. There will be no private rentals/special events scheduled on City of Powder Springs holidays.

New Year's Day	Labor Day
Martin Luther King's Day	Thanksgiving
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

- c. Non-City of Powder Springs Sponsored Events will be limited to one (1) event per month.

Reservation Procedures

2. Rental Application

- a. Reservations are accepted on a first come, first served, first pay basis. The full facility may be reserved up to 6 months in advance upon receipt of a signed Rental Agreement and a rental deposit of \$500. All prospective Applicants must complete and submit a Rental Application and pay the application review fee of \$ 55.00 to the City of Powder Springs. The application must contain all required attachments, including an event proposal and proposed event site plan.

- b. The City of Powder Springs has the exclusive right to determine whether to allow an individual or organization to use the facility. The decision to approve or deny facility use is based on whether the planned event is in the best interest of the City of Powder Springs. All facility reservation requests will be evaluated on the following factors:
 - Availability on the requested date(s)
 - Nature and character of the proposed event
 - Financial condition of the Applicant to undertake the event
(The City reserves the right to request financial statements and references)
 - Ability of the Applicant to properly manage the event
 - Ability of the facility to safely accommodate the event without damage to the facility
 - Applicant's prior rental history at the Amphitheater or other venues
 - Ability of the City of Powder Springs to adequately support the event
 - Safety concerns
 - Financial return to the City of Powder Springs
 - Impact on the surrounding community
 - Other events previously scheduled by the City or its entities

- c. No oral agreements for use of the Amphitheater are valid. Reservations are valid when confirmed in writing with the approval of the Rental Application and Rental Agreement. If the request is rejected, the Applicant will be notified in writing within 2 weeks of the final decision.
- d. Rental Fee must be paid in full a minimum of sixty (60) days prior to scheduled event.
- e. Reservations are tentative until a Rental Agreement is signed by the Applicant, executed by the City of Powder Springs, and all appropriate fees are paid. The agreement must contain all required attachments, including an event proposal, proposed event site plan, licenses, insurance documentation, and financial statements as required.
- f. The City of Powder Springs' Recreation Program Coordinator will work with each Applicant to provide the coordination necessary to hold events at the Amphitheater. All communications between the Applicant and the City of Powder Springs shall be through the Recreation Program Coordinator.

3. Rental Agreement

- a. Once the Rental Application is approved, the Parks, Recreation and Cultural Affairs Office will prepare a Rental Agreement. An Applicant, or any other person, firm, or corporation may not advertise an event, sell tickets or reserve any space or facilities at the Amphitheater without a properly executed Rental Agreement. Rental Agreements do not cover any space or accommodations other than those listed in the document.
- b. The Rental Agreement is solely between the Applicant and the City of Powder Springs; therefore, no other party/parties can represent the contracted parties. All persons signing the agreement must be at least 21 years of age and shall be legally and financially liable and responsible for any damages and injuries that occur during the rental period.
- c. Applicants cannot sublease or assign its reservation to another individual, group, or organization without the prior written approval of Amphitheater Management.
- d. **Any misrepresentation as to the nature of the event, expected number of attendees, contact, or payment information, or any other falsification of permit documents will result in immediate cancellation of the event and forfeiture of all fees paid, and may also result in denial of future permit requests and/or legal action.**
- e. **Equal Opportunity:** No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in connection with an event held at the Amphitheater based on the grounds of race, religion, color, creed, national origin, sex, marital status, age or the presence of any sensory, mental or physical disability.

4. Applicant Responsibilities

- a. Applicants are solely responsible for organizing, financing, advertising, and conducting the event and activities stated on the Rental Application. Neither the City of Powder Springs nor the Amphitheater shall be a sponsor or supporter of an event unless agreed to in writing.

- b. Applicant shall pay for talent, sound and lights, stagehands, publicity, advertisements, backstage catering, event security, medical services, ASCAP/BMI, transportation, trash removal, equipment (to include a bucket lift, portable lighting, fencing and barricades etc.), telephones, event maintenance, crowd sanitation, runners, personnel and services necessary for the efficient and safe presentation of events at the Amphitheater.
- c. Rentals may require the provision of additional portable toilets at the sole cost of the Applicant depending on the scope and nature of the proposed event. Final determination to the number of portable toilets is at the discretion of the Amphitheater Management.
- d. Applicant shall obtain or shall require its agents and contractors to obtain all necessary permits, licenses, and liability insurance. Applicant shall abide by all applicable laws and ordinances and these rules and regulations.
- e. Applicant shall provide the Recreation Program Coordinator with a list of event staff and their designated areas of responsibilities. The staff list should include a clear indication of those staff members authorized to access the facility. Applicant shall identify an authorized representative to obligate Applicant for charges for services, personnel, and equipment.
- f. Applicant is responsible for obtaining an efficient form of communication for its event staff.

Amphitheater Use Fees and Policies

5. Payment of Fees and Deposits

- a. All fees payable to the City of Powder Springs in connection with renting the Amphitheater shall be paid with a corporate check, money order, cashier's check or credit card (MasterCard, Discover or VISA). The full Rental Fee is due a minimum of sixty (60) days prior to the event. If full payment is not received by this time, The City of Powder Springs will cancel the reservation and will retain all deposits paid by Applicant. Failure to pay all fees may also result in denial of future permit requests.
- b. For events booked less than sixty (60) days from the event date, payment will be due in full immediately, and will only be accepted in the form of money order, cashier's check or major credit card.

6. Security/Damage Deposits

- a. The minimum security/damage deposit of \$500 is required at the signing of the Rental Agreement. Depending upon the scope and nature of the proposed event, the City may use its discretion to increase the amount of the security/damage deposit.
- b. Deposits shall be used to repair, replace, or pay for any property damage that occurs during the rental either by the Applicant or any participant at the event produced by the Applicant. The unused portion of the deposit may be refunded to the Applicant after the event. However, the deposit may be held at the City's discretion for any period of time necessary to determine the full extent of damages and to make all repairs and/or secure replacements. The deposit shall be returned upon the following conditions:
 - 1. All terms of the contract have been met.
 - 2. All facilities are left in good and clean condition.

3. Cancellation procedures have been followed.

- c. An advance security/damage deposit does not relieve the Applicant of the obligation to provide a Certificate of Insurance as outlined in the Rental Agreement and these policies, nor does it limit the City's right to charge the Applicant for the full amount of damages incurred.
- d. If no damage is found, or if the deposit posted exceeds the damage claim, the excess security/damage deposit will be applied to any outstanding charges for rental, equipment, or services. Any remaining deposit will be refunded by City of Powder Springs via check.

7. Returned Check Policy

Any returned checks on a security/damage deposit or rental fee will result in a \$25 service fee. Upon receipt of a returned check, any and all reservations will be immediately cancelled.

8. Facility Rental and Deposit Rates

- a. All fees for the Amphitheater are established by the City of Powder Springs City Council and are subject to change.
- b. Rental charges refer to the rental of the facility and do not include the cost of any labor or other costs not explicitly stated otherwise. User costs vary depending on the nature of the event.

9. Rate Categories and Fees

Civic/Non Profit/Educational Events **\$ 300** **(Per 6 Hour Block)**

- Events that are promoted or sponsored by a public, civic, educational, religious or charitable organization. Organizations must be physically located within the city limits of Powder Springs, Georgia. Public schools must contain the City of Powder Springs within their district.
- A private, non-profit group must be registered with the Georgia Department of State and have a 501 (c) (3) status.
- No admission, entry, or any other fees, donation or revenue producing activities may be utilized or charged.
- Any additional costs for services provided by and/or required by the City of Powder Springs for the operation of the event must be paid.
- Each additional hour of rental time required beyond the six-hour minimum will incur a fee of \$100 per hour.

Civic/Non-Profit/Educational Events (Admission Fee)

\$500 (Per 6 Hour Block)

- Refers to all items listed in the above category in which an entry fee or admission is charged. All entry fees must be approved by the City of Powder Springs.
- The Primary focus of the event is to raise funds for a charitable purpose.
- Political action groups, political parties, and political candidates do not meet the qualifications for the non-profit or civic group rate.
- Any costs for services provided by and incurred by the City of Powder Springs for the operation of the event must be paid.
- Each additional hour of rental time required beyond the six-hour minimum will incur a fee of \$100 per hour.

Private/Closed Events

***\$2,000**

(Per 6 Hour Block)

- Closed to the public with no admission or entry fees charged.
- Non-revenue producing event.
- Any additional costs for services provided by and/or required by the City of Powder Springs for the operation of the event must be paid.
- Each additional hour of rental time required beyond the six-hour minimum will incur a fee of \$400 per hour.

*All City of Powder Springs residents are eligible for a discount of 50% once per calendar year. Subject to city approval.

Commercial (For Profit) Events

\$5,000

(Per 6 Hour Block)

- Open to the public where the primary objective is making a profit.
- Admission or entry fees are charged. All entry fees must be approved by the City of Powder Springs.
- Any additional costs for services provided by and/or required by the City of Powder Springs for the operation of the event must be paid.
- Commercial / For Profit Events require payment in full at the time of reservation.
- Each additional hour of rental time required beyond the six-hour minimum will incur a fee of \$500 per hour.

10. Coordination of Services (Exclusive Services)

To best serve its guests and to maintain the integrity of the Amphitheater facilities, it is the policy of the City of Powder Springs that certain services shall be provided by the City's authorized agent(s) with the Applicant being responsible for all costs associated with the provision of such services. These services MAY include and are not limited to:

- Concessions
- Janitorial
- Building/grounds trash collection
- Parking management
- Emergency medical
- Law enforcement
- Fire protection
- Event Monitoring

11. Detail Pay

Police Personnel:

Security / Alcohol Sales \$ 50.00/hour per employee (4 hour minimum)

Traffic details \$ 60.00/hour per employee (4 hour minimum)

Event Staff: \$ 25.00/hour per employee (4 hour minimum)

12. Ticket Sales/Admission Fees

Tickets (if sold for the event) may not be sold prior to approval of the Rental Agreement. Applicant may charge an admission fee to guests in the form of ticket sales. Ticket sales shall not exceed the capacity of the Amphitheater and shall be limited to 2,500. Admission fees collected may be subject to up to a \$2 per ticket facility fee to support maintenance, repairs, and improvements to the facility. All for-profit renters must provide Amphitheater Management with a valid settlement sheet from their ticket sales company after the box office has closed day of show.

13. Payment for Emergency Medical and Police Personnel

- a. Applicant shall employ, at its sole expense, police, fire and emergency medical personnel as required by the City of Powder Springs to assure the safety and security of the event, guests, and staff. The work is considered outside voluntary employment which is scheduled by the City of Powder Springs and is not considered overtime.
- b. When City of Powder Springs extra/off-duty public safety personnel are to be provided, the City of Powder Springs Police Department will make a determination as to the number of off duty personnel.
- c. All City of Powder Springs on-site personnel fees are to be paid directly to the individual at the immediate conclusion of the event. If these fees are not paid, applicant waives all rights to future use of the facility. Fees may vary from agreed-upon hours, and payment must be made for **actual** time worked.

Cancellations and Refunds

14. Cancellations and Refunds

- a. Applicants, their guests and contractors/vendors are bound by these Policies and Procedures. The City reserves the right to terminate any approved use of the facilities should these policies not be followed. The failure by the City to terminate use of the facility or to exercise any right, power, or authority shall not constitute a waiver of the terms or conditions of the Rental Agreement and shall not affect the rights of the City to enforce against any other or subsequent breach by the promoter.
- b. Refunds of fees and deposits require written notice of cancellation sixty (60) days or more prior to rental date. Cancellation notices of less than sixty (60) days of scheduled date will result in a complete forfeiture of security deposit and rental fees.
- c. If the Amphitheater is unable to deliver possession of the facilities, it will refund all deposits and rental payments to the Applicant in their entirety.

15. Force Majeure

The City of Powder Springs is not responsible for any event that is prevented, rendered impossible or infeasible by any act or regulation of any public authority, civil tumult, strike, epidemic, interruption in or delay of transportation services, war conditions, emergencies, or other cause beyond the control of the City of Powder Springs. **IF POSSIBLE**, the city will reschedule any events canceled as a result of a force majeure.

16. Inclement Weather

- a. The Amphitheater is an outdoor venue subject to changing and inclement weather conditions. No refund will be made due to weather. Events are not postponed unless the National Weather Service issues a severe thunderstorm watch or warning for the time of the event. If an event is postponed due to inclement weather, the City will attempt to reschedule the event. In the case of rain on the day of the event, it is the Applicant's responsibility to contact Amphitheater Management to receive information about whether the facility conditions are conducive to holding the event, or to reschedule. The decision of Amphitheater Management is final. The Amphitheater does not reserve dates for inclement weather back-up.
- b. The intent of this policy is to ensure the safety of City of Powder Springs residents, employees, and visitors and ensure efficient operation of the Hardy Family Automotive Amphitheater or parks during severe/hazardous weather. Inclement weather may be described as stormy, severe, tempestuous, harsh, or merciless.
- c. Whenever it is determined that weather conditions may endanger, or place at risk, the health or safety of our residents, employees or visitors, or that conditions or events prevent performance of regular operations, services or responsibilities assigned to a scheduled event, closure of the park and/or amphitheater may be deemed necessary.

- d. The Parks, Recreation, & Cultural Affairs Director shall make decisions regarding the conditions affecting the closure of all parks and facilities in the Parks, Recreation, & Cultural Affairs Department. This may include the cancellation of activities or events scheduled at these locations.

Insurance and Indemnification

17. Indemnification

- a. The City of Powder Springs assumes no responsibility for any property placed on or in its facility or grounds. The Rental Agreement shall indemnify, save and hold harmless the City, its officers, agents, and employees from any and all claims for losses, injuries, damages, and liabilities to persons or property, caused wholly or in part by the acts or omission of users, its agents, officers, employees, guests, or any person or persons admitted to the premises by the Applicant.
- b. The Applicant assumes full responsibility for character, acts, and conduct of all persons admitted to the premises by the consent of the Applicant, its officers, employees, or agents.
- c. The Applicant shall indemnify and save harmless the City from all suits brought against the City on account of any injuries or damages received or sustained by any party or parties by and from the Applicant, its officers, agents, employees, members, or any person admitted to the premises by the Applicant in the exercise or right and privileges granted here or on account of any admission of the Applicant.

18. Hold Harmless

- a. Applicant agrees to hold the City of Powder Springs, its officers, officials, employees and agents harmless from any and all claims, demands or liability for injuries to person or damage to property, including claims by employees of Applicant or claims by any contractor or sub-contractor which damages or injuries are occasioned by or in any way arising out of use or occupancy of the premises by the Applicant, it's agents, invitees, officers and employees.
- b. Applicant further agrees to the fullest extent permitted by law, to defend, indemnify and hold harmless the City of Powder Springs and its employees from and against all claims, damages, losses, and expenses, direct or indirect, or consequential damages, including, but not limited to, attorney's fees arising out of, or resulting from, the use or occupancy of the premises.

19. Insurance Requirements

- a. If required, a certificate of insurance must be submitted by the Applicant, with policy limits equal to or greater than the limits described below. Insurance must be written by a licensed agent in a company authorized to do business in the state of Georgia. Certificates must name the City of Powder Springs as additional insured, in an amount specified by the City of Powder Springs and must be in effect for the duration of Applicant's occupancy of the facility, including move-in, move-out, and rehearsal dates.
- b. If required, Applicant shall obtain and maintain at their expense, insurance with policy limits equal to or greater than the limits described below for the duration of the event. Proof of insurance must be received by the City of Powder Springs at least sixty (60) days prior to the event date.

c. Accordingly the Applicant and/or User shall provide a certificate evidencing the following:

1. Workers Compensation / Employers Liability Insurance – Statutory

- a. Employers Liability Insurance by Accident, Each Accident: \$1,000,000
- b. Employers Liability Insurance by Disease, Policy Limit: \$1,000,000
- c. Employers Liability Insurance by Disease, Each Employee: \$1,000,000
- d. Must comply with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted
- e. Must cover all Applicant’s personnel performing work in connection with the rental

2. Commercial General Liability Insurance (Including Contractual Liability Insurance)

- a. Bodily Injury and Personal Property Damage Liability, Each Occurrence: \$1,000,000
- b. Products Completed Operation Aggregate Limit: \$2,000,000
- c. Personal and Advertising Injury Limits: \$1,000,000
- d. Fire Damage Limits: \$300,000
- e. Commercial General Liability Insurance covering all operations (including product / completed operations and personal injury), and Fire Legal Liability of property damage and bodily injury (including death)

3. Business Automobile Liability Insurance

- a. Combined Single Limits Each Occurrence \$1,000,000
- b. Including operation of non-owned, owned and hired automobiles
- c. The policy shall cover loss due to bodily injury or death and any person, or property damage arising out of the ownership, maintenance, operation or use of any motor vehicle whether owned, non-owned, hired or leased

4. Liquor Law Liability

- a. Each Occurrence: \$1,000,000
- b. Required if authorized to sell or serve alcoholic beverages

d. It is understood that insurance in no way limits the liability of the Applicant and/or User of the Amphitheater facility.

e. Certificates of Insurance are to list the City of Powder Springs, its officers, officials and employees as an Additional Insured (except for Workers’ Compensation) and shall conform to all terms and conditions (Including coverage of the indemnification and hold harmless agreement) contained within the Rental Agreement.

- 1. This insurance for the additional insured shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insured.
- 2. Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation), with no Cross Suits exclusion.
- 3. Such certificates shall be provided to the Recreation Program Coordinator and must identify the “Certificate Holder” as follows:

The City of Powder Springs, Georgia
4484 Marietta St.
Powder Springs, GA 30127

- a. The City of Powder Springs must approve all insurance certificates, endorsements and/or policies prior to the start of any activities or events.
- b. The City of Powder Springs reserves the right to cancel any event upon failure of the Applicant and/or User to provide such proof of insurance within the specified time period.

Event Safety and Security

20. Occupancy Limits

No Applicant shall schedule an event, which will have an attendance larger than the posted maximum occupancy of 2,500 guests for the Amphitheater. All capacity limits will be enforced. The City of Powder Springs reserves the right to monitor the attendance and to limit admission - should the Amphitheater reach capacity.

21. Access by Facility/City of Powder Springs Personnel

- a. In performance of their duties, Rental Facility/City of Powder Springs personnel shall have the right to enter the areas contracted by the Applicant. Any working staff person representing the Facility/The City of Powder Springs may have access to the premises as deemed necessary to address facility issues. At all times, Applicant will honor the official identification credentials worn by Facility/City of Powder Springs personnel.
- b. Nothing contained in the Rental Agreement shall be construed to prohibit the City of Powder Springs, its agents or any of its staff/employees from entering the rented premises for the purpose of discharging their lawful duties.

22. Courtesy Credentials

Applicant shall provide courtesy credentials in order for Amphitheater Management and City of Powder Springs personnel to attend and monitor the event. Applicant will also ensure that all staff, contractors and guests working with the Applicant have visible identification credentials and provide a list of those contractors for staff and security.

23. Fire, First Aid and Emergency Medical Services

- a. On-site emergency medical support is the responsibility of the Applicant and may be required for public events. Applicant will coordinate with the Powder Springs Police Department to determine appropriate Emergency Medical Service and/or Fire Department personnel coverage.
- b. Personal injuries must be reported to the City of Powder Springs immediately. Neither the City of Powder Springs, its officials, officers, employees nor agents shall be liable for any personal or property damage or injury occurring at the Amphitheater. Nothing herein shall be construed as a waiver of any immunity or defenses available to the aforementioned parties.

24. Fire Safety, Pyrotechnics and Use of Lasers

- a. All events must comply with the City of Powder Springs Fire Code and are subject to inspection by Cobb County Fire Department. Amphitheater Management may, at its sole discretion, require the presence of the Cobb County Fire Marshal and/or Fire Department during certain events. Scheduling and payment of any required personnel is the responsibility of Applicant.
- b. Open flames, welding, candles and fireworks, or smoke emitting material as part of a performance or display or incorporating a large amount of combustible materials must be individually reviewed by City of Powder Springs personnel and are prohibited in the Amphitheater without specific approval by the City.
- c. Laser shows and spotlights are permissible, though each situation must be individually pre-approved in writing by Amphitheater Management. If approved, the use of lasers or spotlights will be strictly controlled and continuously monitored by the City.
- d. All drapes, curtains, or any materials used during events or performances must be flame retardant.
- e. Crates, packing material, wooden boxes and other highly combustible materials may not be stored in any building.

25. Security and Law Enforcement

- a. Applicant is responsible for providing the necessary number of uniformed security personnel as determined by the City of Powder Springs Police Department and bears all costs of event security. The Powder Springs Police Department will determine required security based on the type of the event and projected attendance.
- b. The City of Powder Springs, through its Police Department, may also require Applicant to employ, at Applicant's expense, uniformed law enforcement officer(s) from at least one hour prior to the beginning of the event until one hour after the event. The City reserves the right to, and shall have the authority to, require a reasonable number of law enforcement officers which it deems necessary for a particular event to ensure the safety of the public and premises at all times during which the facility is used and occupied by Applicant, or by persons authorized by Applicant.
- c. Applicant is required to utilize the Powder Springs Police Department for services provided on an hourly basis. Service will be provided with a four-hour minimum fee.
- d. Additional security personnel may be utilized by or with approval of the Parks, Recreation, & Cultural Affairs Department and the Powder Springs Police Department.
- e. A security plan shall be prepared by the Applicant in consultation with the City of Powder Springs Police Department. The plan shall specify the number of off-duty officers and/or private security personnel, if applicable, to be provided by the Applicant at Applicant's expense. At the option of the Applicant, the entire security requirement may be comprised of off-duty police personnel.

f. Security / Law Enforcement Officer Staffing Guidelines

**Number of officers required are subject to change depending on mitigating factors or circumstances*

Low Impact Events

With attendance less than 500 guests
No alcoholic beverages sold or consumed
No on-site cash
Private event without public participation

One (1) Security Officer

Moderate Impact Events

Attendance of 501 – 1,000 guests
No alcoholic beverages sold or consumed
On-site cash collection

Two (2) Law Enforcement Officers

High Impact Events

Attendance of greater than 1,000 guests
Alcoholic beverages sold or consumed
On-site cash collection
Evening events

**Two (2) Law Enforcement Officers
Per 1,000 Guests**

26. Crisis Communications

The Parks, Recreation, and Cultural Affairs Director and the Recreation Program Coordinator shall be notified immediately if a major incident occurs during the event that threatens the safety or welfare of guests, employees, or equipment including incidents that require assistance from an emergency agency such as fire rescue or police. Once notified and if deemed necessary, the City of Powder Springs will take the lead in handling all media inquiries regarding the incident. Amphitheater Management will work with Applicant to develop communications materials and manage the media effectively and in a timely manner.

27. General Safety Requirements

- a. Sidewalks, passageways, stairs, seating areas or exits may not be obstructed by any object or person.
- b. No person will be allowed to bring in or keep anything that may create a fire hazard or be detrimental to the fire protection of the facility. All decorative material must be flame proof and only use of water-based, non-flammable paint is allowed in set preparation. Open flames of any type are not allowed unless prior approval is received from the City of Powder Springs.
- c. No gasoline, explosives, oils or artificial lights are permitted in the buildings or on the grounds without the consent of Amphitheater Management.
- d. The number, amperage and wattage of lights, fixtures or equipment for any event may be limited, subject to availability.
- e. The loading areas are to be kept clear of debris. Parking in this area shall be limited to the time necessary for loading and unloading. Loading zone regulations will be strictly enforced.
- f. Fire lanes must remain open at all times.

Amphitheater Use and Maintenance Policies

28. Use of Space

- a. Applicant shall only have use of the space for which a Rental Agreement was granted. Unauthorized use of any facilities on the amphitheater grounds for which authorization was not specified may result in immediate suspension of the use of the facility. Encroachment into adjacent areas/parking lots/streets is prohibited.
- b. All portable restrooms, dumpsters, fencing, generators, trailers, etc., must be removed by the next business day following the event.

29. Common Areas

Common areas of the Amphitheater including paths, sidewalks, and parking lots are to remain open to the public unless prior approval has been given by the City of Powder Springs.

30. “Back of House” Amenities and Hospitality

Applicant is solely responsible for any amenities and hospitality for the green room. This includes supplying any food, drinks, towels, or other items. Applicant is responsible for any and all damage.

31. Clean Up and Custodial Services

- a. The Applicant will receive the facility in a “broom clean” condition prior to the move-in period. During the event, the Applicant will provide the necessary janitorial and grounds staff to maintain all guest areas in a clean and presentable condition. This includes removal of trash, cleaning and maintenance of all public areas, public restrooms, maintaining event aisles, emptying and relining trash cans, mopping up spills, clearing and cleaning of patron seating areas.
- b. Applicant is responsible for the cost of removal of trash, crates, pallets, packaging material, staging material, and lumber, prior to the event opening and during move-out. In order to secure the deposit, the facility should be left as it was found.

32. Waste Removal

- a. The Applicant is responsible for the costs of providing sufficient trash dumpsters of adequate size based on the anticipated number of event attendees. Applicant is responsible for the costs of each dumpster as well as the costs of all trash hauls.
- b. Applicant is responsible for proper and regulated disposal of any and all toxic biohazard goods, material and substances, and must comply with all applicable laws.

33. Storage

- a. Limited storage is available at the Amphitheater.
- b. All materials and equipment must be removed immediately after each event.
- c. The City of Powder Springs is not responsible for damage to any materials or equipment. Any costs incurred by the City for disposal of materials left on the premises will be subtracted from the deposit.

34. Amphitheater Property

Property belonging to the Amphitheater may not be removed or repositioned from stage, green room, or plazas. Furniture, benches, planters or other features may not be moved from their locations. If re-arrangement of features or furniture is necessary, such re-arrangement must be approved by Amphitheater Management prior to the event.

35. Applicant's Property

The City of Powder Springs shall assume no responsibility for any property placed on its facilities or grounds. Further, the City of Powder Springs, its officers, agents and employees, are released and discharged from any and all liability for the loss, injury or damage to persons or property that may be sustained by the use or occupancy of the facility and its environs.

36. Lost, Found or Abandoned Property

The Amphitheater is not responsible for the theft, loss, or damage to any items left in the Amphitheater. Lost and Found is at the Powder Springs Parks, Recreation, and Cultural Affairs Department Office located at the Senior Center. The City of Powder Springs assumes no responsibility for items left by users or lost and found items. The City reserves the right to remove from the building and dispose of all property remaining in the building after the contracted time has lapsed. All abandoned, lost, or unclaimed property will be disposed of at the discretion of Amphitheater Management.

37. Property Loss or Damage

Applicant is responsible for any loss, damage or theft of personal property that is incurred by the Applicant. Applicant is also responsible for restoring damaged premises to pre-event conditions.

38. Facility Alterations

Temporary or permanent alterations of the facility in any way, including adjustments to electrical power or modifications to the stage area, green room or other areas, is prohibited unless written authorization has been obtained from Amphitheater Management. Drilling or hammering stakes into concrete or paved surfaces is not permitted.

39. Damage or Defacement of Facility, Equipment and Property

- a. The Applicant accepts the Amphitheater in good order and agrees to return it to the City of Powder Springs in the same condition, normal wear and tear excepted. The Applicant is responsible for any damages to permanent fixtures, trees, plants, furniture, fixtures, equipment or any Amphitheater structure or property. In the event that damages are sustained, or policies are not followed, the event may be terminated and future requests for use of the facilities may be denied.
- b. The Amphitheater will not furnish any tools or materials.
- c. Nails, tacks, staples, brads, etc. may not be driven into any portion of the Amphitheater; and, no changes, repairs, painting, staining or alterations that will change the finish, appearance or contours of the buildings will be permitted without the consent of Amphitheater Management.
- d. Use of tape on City equipment or building structures is prohibited unless prior authorization by Amphitheater Management and only gaffer, spike or glow tape may be used. No exhibit may be displayed around the Amphitheater or suspended from permanent fixtures or beams without the permission of Amphitheater Management.
- e. Decorations are not permitted on ceilings, painted surfaces, columns, fabric, decorative walls or fire sprinklers without prior approval by the City of Powder Springs.
- f. All decorative materials must be flameproof in accordance with fire regulations.
- g. Adhesive backed decals, event signs, flyers, postcards and stickers may not be distributed anywhere on the premises.
- h. The construction of sets is limited to designated areas. The work area must be kept clean and be cleared upon completion of construction.

40. Inspections

- a. A facility rental inspection must be conducted by the Amphitheater Management staff prior to and following each reservation and must be signed by the Applicant.
- b. The Applicant is required to notify Amphitheater Management when they have completed use of the reserved area in order to commence the Check-In/Check-out procedure. Failure to checkout with Amphitheater Management will result in forfeiture of the damage deposit.
- c. The Applicant or his/her representative must remain at the Amphitheater until the event is over and all participants, audience, equipment and/or property have been removed. Amphitheater Management must pre-approve any exceptions to this policy, in writing.

41. Compliance with Cobb County, State and Local Laws

The Applicant, guests and other persons connected with this event, shall observe and comply with all laws, statutes, ordinances, rules and regulations of the Government of the United States, State of Georgia, and the City of Powder Springs including but not limited to the Americans with Disabilities Act. Applicant shall indemnify, defend (at the City's option) and hold harmless the State of Georgia, the City of Powder Springs, its officials, officers, employees and agents from all damages, costs and expenses in law or equity arising out of the Applicant's failure to comply with applicable laws, statutes, ordinances, rules, regulations or acts. The cost of such compliance is the responsibility of each Applicant, exhibitor or patron.

42. Accommodations for Guests with Disabilities

- a. The Amphitheater provides park accessibility for guests with disabilities.
- b. Service animals are permitted and must remain in close proximity to the guest with a disability at all times and may not block accessible paths of travel.

43. Licenses and Permits

Applicant shall ensure that all contractors and vendors obtain the necessary permits and licenses required by any City ordinance or state law. The Applicant and all vendors shall be required to comply with and acquire any and all applicable federal, state and county permits or licenses for doing business within the State of Georgia, Cobb County and the City of Powder Springs.

44. Business Licenses

Any individual or entity intending on selling tickets, concessions, or merchandise, or performing any services, before, during, or after the event must be properly licensed to operate in the State of Georgia. It is the Applicant's responsibility to ensure these requirements are met and the City may request proof of proper licensing at any time.

45. Taxes

Applicant is responsible for collecting all applicable taxes, including federal, state, county and City of Powder Springs taxes where applicable.

46. Move-in/Move-out (Load-In/Load-Out)

- a. The Applicant is responsible for all activities related to setting up for, and cleaning up after, an event. The Amphitheater must be returned to the condition prior to setting up an event.

- b. Move-in or move-out activities are not permitted during event hours or while guests are in the facility. Move-in/out time must be completed within the hours provided for in the Agreement. Additional time must be approved by Amphitheater Management and will be charged at the appropriate rate.
- c. City of Powder Springs personnel are not available to assist with loading or unloading event equipment or materials.

47. Deliveries

Applicant is to have an approved agent available to receive and ship all freight within contracted hours of use. Freight will not be accepted prior to contracted dates and Amphitheater Management will not be responsible for any freight shipped to or from the Amphitheater. Similarly, all event materials must be removed during move-out.

48. Building and Electrical Permits

Temporary construction or the use of temporary electrical power must be approved by the City of Powder Springs. Examples of temporary construction include, but are not limited to, freestanding tents, stages, fences, bleachers and electrical connections.

49. Vendors/Contractors

- a. Applicants must provide a list of vendors/contractors within 60 days of the event. Vendors/contractors shall conduct themselves in a professional manner at all times, which includes following all policies and procedures governing the Amphitheater. The City of Powder Springs reserves the right to reject any vendor/contractor at the City's sole discretion.
- b. All vendors/contractors must be properly licensed to do business in the state of Georgia.
- c. Amphitheater Management reserves the right to review any contracts between Applicants and other parties involved in the event.

50. Sound and Lighting

NO ON-SITE LIGHTING AND SOUND EQUIPMENT IS AVAILABLE AT THE AMPHITHEATER. Therefore, the Applicant is responsible for providing all light and sound equipment necessary for their event including a lift to gain access to rig the lights and speakers. Applicant may only contract and use sound and lighting companies that are qualified, licensed, insured, and approved professional sound and lighting companies pending approval by the City of Powder Springs. The Applicant is responsible for all costs associated with the sound and lighting company, including any damage sustained as a result of installation and/or tear down.

51. Electrical Use

- a. Adequate electrical capacity to meet the demands of the event is the sole responsibility of the Applicant. The cost of additional electrical supply beyond the permanent service in the Amphitheater is the sole responsibility of the Applicant.

- b. The Applicant will take all necessary precautions to protect the existing electrical service from overload and damage.
- c. All electrical work shall be performed by licensed personnel only. A State of Georgia-licensed electrician is required for all electrical hook-up and on-call duty. Modification to the city's electrical panel will not be permitted under any circumstances without prior approval from the City of Powder Springs.
- d. All electrical equipment used for lighting, sound, or other effects must meet applicable National Electrical Code and facility requirements. Electrical fixtures and fittings must be UL listed and so marked. Amphitheater Management reserves the right to withhold electrical power until the City of Powder Springs staff approves the connection. The City of Powder Springs reserves the right to inspect and approve or reject all electrical installations.

52. Rigging

- a. A licensed and insured professional rigging company, pre-approved by Amphitheater Management, must provide all rigging. The Applicant is responsible for all costs associated with the rigging company. Applicant may only contract and use rigging companies that are qualified, licensed, insured, and approved professional rigging companies.
- b. All rigging in the Amphitheater shall be in accordance with all national, state, and local safety codes, including, but not limited to OSHA and City of Powder Springs policies.
- c. All attachments to any portion of the permanent structure of the Facility shall meet accepted engineering and safety standards. All attachments shall have sufficient strength to support weight placed on them and be secured in such a way to prevent items from falling or causing damage.
- d. Amphitheater Management reserves the right to demand clarification of welds and safe working loads, deny installation, demand removal of questionable attachments and/or require appropriately qualified personnel to install or remove such attachments.
- e. No rigging is allowed in Green Room.

53. Amplified Sound and Noise

- a. All amplified sound must end no later than 10:00 p.m., Monday through Saturday; or 9:00 p.m. on Sundays.
- b. Amphitheater management retains the right to determine appropriate sound levels for all events. Amphitheater Management will request that the volume be lowered if necessary. Failure to comply with this request may result in immediate termination of the event, and forfeiture of deposit and rental fees.
- c. No loud, excessive or unusual noise is allowed between the hours of midnight and 7 a.m. during set-up or teardown of the event.
- d. No profane, lewd, indecent or slanderous speech or music shall be audible at the property line.

54. Curfew and Time Limitations of Performances and Sound Checks/Rehearsals

- a. All events must conclude by the designated ending time. Applicant shall be responsible for vacating the spectator, concession and parking areas not later than 11:00 p.m. on the date of the rental, or 10:00 p.m. on Sundays.
- b. Sound checks and rehearsals must conclude prior to doors opening for the event.
- c. Individual exceptions for use of the facilities beyond normal hours of operation must be approved by Amphitheater Management. Any additional costs associated with the extension are the Applicant's responsibility.

55. Smoking and Tobacco Products

All City of Powder Springs facilities are considered tobacco-free zones. Thus, smoking or the use of tobacco products is not permitted anywhere on the Amphitheater property, Applicant must comply with all state and county laws, rules and regulations relating to no-smoking on public properties or within facilities. Violations to this policy will result in immediate removal of the offending party from the facility.

56. Confetti, Glitter and Streamers

Confetti cannons, streamers and glitter are prohibited from use within the park/amphitheater.

57. Tents

- a. All tents must be secured using alternative means such as water barrels, weights or sandbags. Any tent placed on sidewalks, concrete or asphalt surfaces must have rubber tips under the footings.
- b. Tents must be erected by a company licensed to do business in the state of Georgia, must furnish proof of general liability insurance, and all applicable fire/tent inspections and temporary structure permits obtained, if necessary.

58. Animals

- a. Where an animal is used in an authorized event or performance, all federal, state and local laws and regulations must be followed in order to ensure the safety of the animals, guests, and any other persons.
- b. Animals must be confined to a specific area by means of a properly enclosed pen, cage, stall, collar or harness when not performing.
- c. Animals must be attended to and held in such a manner that they do not present a danger to the public or themselves. The animal handler must remain with the animal at all times.
- d. Cobb County's Leash Law must be adhered to at all times, by pet owner/handler. Leashes are not to exceed 6 feet in length.

- e. Adequate food and water must be provided to all animals.
- f. Provisions must be made for sanitary disposal of animal waste. Applicant is responsible for the removal of animal waste from the facility daily.

Advertising and Sponsorship

59. Advertising

- a. Advertising and/or ticket sales for an event are not permitted until a signed Rental Agreement and deposit have been received and executed by the City of Powder Springs.
- b. All advertising and promotion materials, including press releases, flyers, radio and/or television spots, and website content shall be reviewed and approved by the City of Powder Springs prior to production.
- c. The park facility as ‘Thurman Springs Park’ and the performance area shall be referred to as the “Hardy Family Automotive Amphitheater” in all marketing and promotional materials.
- d. Use of the City of Powder Springs, or its names or logos is prohibited except as a description of location, or unless approved in writing by the Powder Springs Parks, Recreation, and Cultural Affairs Director or designee.

60. Event Sponsorship

Event sponsorship is permissible for events at the Amphitheater. Any signage or event sponsorship is restricted to areas designated by Management. Generally, event signage and displays are permitted around the stage area. Amphitheater Management must approve of additional locations. The City of Powder Springs retains all venue advertising and sponsorship rights.

61. Banners and Signs

- a. Sponsorship banners and signage are allowed within the designated Amphitheater perimeter only and may be displayed only during the event with prior approval from Amphitheater Management. All signs and banners that require tape must use banner tape to avoid damage to the property. Signs and banners must be immediately removed from the site following the event.
- b. The placement of any signs, banners, posters or placards associated with an event must be approved by Amphitheater Management prior to installation. All banners and signs must be professionally executed and comply with any applicable ordinances, rules or regulations of the City of Powder Springs. The Amphitheater will remove – at the Applicant’s expense – any unauthorized signs.
- c. Small directional and event promotional signs may be placed in the interior entrances subject to approval in advance by the Recreation Program Coordinator. Any signs placed outside of the amphitheater will require a temporary sign permit.

62. Artist/Performer Contracts

Applicant shall provide, upon request by Amphitheater Management, a copy of a fully executed contract with artist(s)/performer(s) scheduled to perform during its event. If a performer does not appear or perform, as advertised, the promoter will explain to ticket holders (if applicable) why there was no performance and will make refunds, as required.

63. Copyrights and Royalties

Applicants may not violate or infringe upon any copyright, patent, right of privacy or other statutory or common law right of any person, firm or corporation. Further, Applicant shall ensure that all programs, performances, concerts, etc. to be performed involving works protected by statutory or common law copyrights or other proprietary law have been duly licensed or otherwise authorized by the owners of such works or legal representative thereof. Applicant further agrees to indemnify and hold harmless the City of Powder Springs, its agents and employees, from any and all claims, fees, expenses or costs including legal fees asserted or incurred with regard to such warranty.

64. Filming

Any requests for filming rights in Thurman Springs Park or the Hardy Family Automotive Amphitheater must be submitted to Community Development for approval.

Concessions – Food, Beverages and Merchandise

65. Alcoholic Beverages

- a. Applicant may not serve alcohol or engage in any alcohol sales at Thurman Springs Park.
- b. Guests of the event may not bring their own alcohol to consume while located within the Entertainment District.
- c. Alcoholic beverages may only be purchased from a licensed vendor within the City's Entertainment District and can only be consumed within the boundaries of the district, as outlined on the map located within Thurman Springs Park.
- d. Applicant must indicate to his/her best knowledge if it is anticipated that alcohol will be consumed by event attendees while in the Entertainment District so appropriate security coverage can be determined.

66. Concessions/Merchandise Sales

- a. The Amphitheater Management staff will work with Applicants to designate concession space(s) to the Applicant for the sale of merchandise.
- b. The sale of any merchandise or products other than concession items must be disclosed on the application.

67. Food and Beverage

- a. No food or other refreshments or drinks may be served or given away in buildings or on grounds by the Applicant unless authorized by Amphitheater Management.
- b. Amphitheater guests may bring their own food and beverages (non-alcoholic) into the Amphitheater.
- c. Food Vendors using grease or oil must have at their site a Class K fire extinguisher. They must also use grease mats to avoid spillage onto concrete.
- d. Food Vendors with any heating device must have a Class ABC fire extinguisher at their site.
- e. Applicants and their vendors are responsible for proper disposal of grease. Grease should NOT be dumped down storm/sewer drains. Any violations will result in additional cleaning costs and fees.

Traffic Control and Parking

68. Parking and Traffic Control

- a. If it is anticipated that traffic control is needed on public roadways as a result of Applicant's event, all costs associated with traffic control will be borne by the Applicant.
- b. Parking is limited at the Amphitheater. There are multiple parking areas in downtown Powder Springs. However, the Applicant may find it as necessary to utilize shuttle buses to and from parking outside of the downtown area. Applicant MUST receive written permission from any businesses/organizations whose lots they would like to use for their event.
- c. Parking shall be in designated areas only. Cars may not park on turf, grassy areas or sidewalks. Service vehicles or other heavy equipment shall be allowed only in areas authorized by the City.
- d. Event-related personnel must park in the designated parking area(s) as approved by the City of Powder Springs. Overnight parking is NOT allowed before, after, or during an event unless prior approval has been received from the City.
- e. Vehicles parked in an area not permitted or not having a valid permit shall be at risk of being towed at the owner's expense.

Guest Rules and Guidelines

69. Prohibited Items or Activities

- No tobacco use of any kind is permitted in the park.
- Only blankets and lawn chairs are allowed for seating inside of the park. NO chairs of any kind are allowed on the synthetic turf in the play area.
- Rope, tape, stakes, etc. used to section off areas inside the park are prohibited and will be removed.
- What else is NOT allowed at concerts and other events in the Park?
 - i. Illegal substances.
 - ii. Glass bottles or containers.
 - iii. Tents, canopies, or other shade structures, including umbrellas.
 - iv. Tables, tarps, and plastic ground coverings.
 - v. Stakes, staples, or nails in the ground.
 - vi. Drones, laser pointers, recording devices, bullhorns, or noisemakers.
 - vii. Skateboards, bikes, or inline skates.
 - viii. Fires, open flames, charcoal/gas barbecue grills, fuel powered lanterns, camping and “tailgating”.
 - ix. Littering, gambling, loitering, or picketing.
 - x. Solicitation of goods and services, including pamphlets, inserts, advertising matter, political handbills or the like.
 - xi. Personal property that is a potential hazard to others.
 - xii. Signs or banners larger than 8.5 x 11 (the size of a standard sheet of paper) due to their potential to block other guests’ view of the performance. Signs must be appropriate and not distracting.
 - xiii. Anything that detracts from the entertainment value of the event to other participants.

**Any other items, not limited to this list, will be based on staff discretion.

- Drunken or unruly behavior will not be tolerated, and guests may be escorted from the park by staff personnel and/or police. You may be asked to leave the premises for failure to follow rules. Please report problems to police or park personnel.

70. Early Chair Placement – Powder Springs Summer Concert Series and Other Events

- a. Powder Springs Summer Concert Series - Chairs are not allowed to be put out in the park until after doors open on the day of the concert. If any chairs are placed in the park earlier than that, the chairs will be removed and placed in a non-secure holding area on site until Monday morning at 8 am at which time they will be determined to be abandoned and will be discarded.
- b. Other Events – At the discretion of the Recreation Program Coordinator, a similar early chair placement requirement may be made of a rental event if determined that is necessary. Gated/ticketed events will have no early chair placement.

71. Violations of Guest Rules and Regulations

- a. Failure to abide by or violations of rules and policies may result in termination/cancellation of event or rental contract, eviction from the premises and loss of future rental privileges.
- b. The City of Powder Springs reserves the right to refuse any group the privilege of using the Amphitheater due to abuse of the policies of the facility. In addition, any group charged with an occurrence of abuse may be barred from making any further reservations and any future reservations may be canceled in the sole discretion of the City.
- c. Failure to cooperate with Amphitheater staff, who are enforcing the policies of the City of Powder Springs and acting in the performance of their duties, could cause the event to be canceled and the right to use the facility forfeited without refund.
- d. Anyone found abusing, destroying or removing City property could be barred from the premises.
- e. These rules and regulations are enforced by the Powder Springs Police Department.