



Billings Downtown
Starts here.

Downtown Street Closure Information Packet



Billings Downtown
Starts here.

Dear Event Coordinators:

The Public Works Department along with Downtown Billings are excited that you are look at planning an event with the City of Billings. Enclosed, you will find the information needed for parades, run/walk/procession, street/alley closures and/or block parties.

Processing your application involves the following:

- All applications (except block parties) are sent to the City's Department Heads for review and approval.
- Once ALL of the Department Heads have "signed off" on the application
 - a. The application is sent to the City Administrator for final approval
 - b. The application, if approved by City Administrator, is sent to the City Council for authorization

(The Public Works Department and Downtown Billings WILL NOT be approving or denying any permit applications)

Applicants will be notified by mail or phone of the final decision by the City Administrator/City Council.

Completed permit application packets must be turned in at least 60 days prior to the event at either the Downtown Billings Office (2815 2nd Ave. N.) or the Public Works Office (2224 Montana Ave.) for processing.

Please call Susan at Public Works (657-8231) or Joe at Downtown Billings (294-5060) with any questions concerning your application or event.

Thank you!

RIGHT-OF-WAY SPECIAL ACTIVITY PERMIT APPLICATION CHECKLIST

The following items are required when requesting approval for a street closure, parade, run/walk/procession or block party. All Special Activity Permit applications need to be submitted to the Public Works Engineering office or the Downtown Billings office. Applications will NOT be accepted if all items are NOT complete and received as a package at least **60 days prior** to the proposed event.

For Downtown/Outside Downtown street closures – the following is needed:

- A cover letter or brochure that outlines and describes the event and includes the dates, times and location of all closures.
- A clear map outlining the exact event route or location of the street/alley closures and showing where barricades will be place for the closure(s).
- Application (order form) for barricades, cones, etc... if needed.
- A certificate of insurance from your insurance provider which MUST SHOW “City of Billings” as an additional insured (not merely you as certificate holder) and a MINIMUM liability coverage of \$750,000/\$1,500,000.**
- If alcoholic beverages will be sold/consumed, the sponsor must obtain an additional \$1,000,000 liquor liability policy or endorsement naming the City as an additional insured for that event in that additional amount.**
- A completed (both pages) Right-of-Way Special Activity Permit application.

For Block Parties the following is needed:

- A Cover letter outlining date, time and location of the block party
- A map showing the exact street(s) being closed and the location of any/all barricades
- A completed (both pages) Right-of-Way Special Activity Permit application.
- Block Party Petition signed by ALL residents within the block party location.

Please call Susan at Public Works (657-8231) or Joe at Downtown Billings (294-5060) with any questions concerning your application or event.



City of Billings
RIGHT – OF – WAY ACTIVITY
PERMIT

Please check the type of activity you are applying for:

Parade **Run/Walk/Procession** **Street/Alley Closure** **Block Party**

Submit this application with attachments to either: The Public Works office – 2224 Montana Ave. or Downtown Billings office – 2815 2nd Ave. N. (both – Billings, MT 59101) Application packet should be turned in **at least 60 days prior to the date of the proposed event for approval.**

PERSON MAKING APPLICATION _____

ORGANIZATION MAKING APPLICATION _____

ADDRESS _____ City _____ State _____ Zip _____

EMAIL ADDRESS _____

APPROXIMATE TIME EVENT WILL:

Assemble _____ Start _____ Disband _____

DATE OF EVENT _____

PURPOSE OF EVENT: (Description and detail of plans)

EVENT ROUTE DESIRED (IF APPLICABLE) – Please attach map

BLOCK PARTY STREET LOCATION (IF APPLICABLE)

CLEAN UP IMPLEMENTATION: (Company contracted or services you will provide)

CERTIFICATION OF INSURANCE WHICH MUST SHOW: (1) The limits of liability coverage for the period of this agreement as a minimum of \$750,000 per claim/ \$1.5 Million per occurrence general liability, and (2) the City of Billings named on the Certificate of Insurance as the additional insured. (Refer to the sample insurance copy. Please not a certificate of insurance in NOT required for Block Parties.)

NOTICE: ANY MARKINGS (NO PAINT ALLOWED) TO BE PLACED ON THE PUBLIC RIGHT-OF-WAY MUST BE APPROVED BY THE CITY TRAFFIC/ENGINEERING DEPARTMENT PRIOR TO PLCEMENT, BE ENVIRONMENTALLY SAFE, AND NOT CONFLICT WITH EXISTING MARKINGS.

FOR DOWNTOWN EVENTS: YOU OR THE ORGANIZATION YOU REPRESENT MUST “ASSIGN” THE FIRST TWO BLOCKS OF THE DOWNTOWN EVEN ROUTE FOR NO PARKING TWO HOURS PRIOR TO YOU EVENT USING THE ROUTE SIGNS PROVIDED BY THE CITY. IT IS YOUR RESPONSIBILITY TO PROVIDE THE APPROPRIATE BARRICADES FOR THE STREET CLOSURE.

IF USING THE ESTABLISHED EVEN ROUTE (PARADE), THE CITY WILL PROVIDE TWO POLICE OFFICERS WITH VEHICLES TO START THE3 EVENT, AND A STREET SWEEPER (IF NECESSARY AND WEATHER PERMITTING) TO FOLLOW THE EVENT.

COORDINATOR OF EVENTS WITH ALCOHOL WILL BE CONSUMED IN PUBLIC RIGHT-OF-WAY ARE REQUIRED TO OBTAIN AN OPEN CONTAINER PERMIT FROM THE POLICE DEPT.

UPON SIGNING OF THIS APPLICATION, THA APPLICANT AGREES NOT TO VIOLATE ANY STATE OR CITY CODES IN THE PRESENTATION OF THE REQUESTED SPECIAL ACTIVITY.

In consideration for permission to conduct its activity as requested, applicant agrees to indemnify, defend and hold harmless the City of Billings and The Downtown Billings Alliance, its officers, agents, employees and volunteers from damage to property and for injury to or death of any person from all liability claims, actions or judgments which may arise from the activity.

Applicants also agree to obtain valid “save or hold harmless agreements” from all participants in its activity, protecting the City of Billings from all losses arising out of its activity, including damages of any kind or nature.

APPLICANT SIGNATURE _____ DATE _____

APPLICANT APPROVED _____ DATE _____

APPLICANT DENIED _____ DATE _____

ADDITIONAL RESTRICTIONS OR SPECIAL CONDITIONS: YES ___ NO ___ (IF YES ATTACH COPY)

FOR CITY USE ONLY

FEE: _____

APPLICANT NOTIFIED BY: _____

DATE: _____

- | |
|-------------------------------|
| <u>COPIES TO:</u> |
| CITY ADMINISTRATOR |
| DEPUTY CITY ADMINISTRATOR |
| POLICE CHIEF |
| FIRE CHIEF |
| FIRE MARSHALL |
| MET TRANSIT MANAGER |
| STREET/TRAFFIC SUPERINTENDANT |
| TRAFFIC ENGINEER |
| PRPL DIRECTOR |
| PARKING SUPERVISOR |
| CITY ATTORNEY |



Billings Downtown
Starts here.

CONTACT PHONE NUMBERS:

Below, please find a list of phone numbers that you might need when planning your event.

Billings Construction Supply (barricades, porta potties) - **248-8355**

Business Improvement District (barricades, clean-up, meter tags, etc., downtown, for BID

Event Kit of Parts such as canopies, tables or outlet boxes please contact either the Business

Improvement District or the Downtown Billings office at – 294-5060

Billings Police Department (parades, extra duty officer) – **657-8464**

Solid Waste Division (black roll-a-way garbage cans) – **657-8260**

Parks & Recreation (Soundstage, park permit, shelter reservation, alcohol permit) – **657-8371**

Traffic Department (Street Sweepers) – **657-8250**

MET Transit (local buss line) – **657-8217**

Television Media KTVQ 2 – **252-5611** KULR 8 – **656-8000**

Newspaper Media Billings Gazette – **657-1200** Billings Outpost – **248-1616**

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER
 Joe Sample Insurance Agency
 PO Box 0000
 Your City, Your State Zip

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
 ABC, Inc
 Address
 City, State, Zip

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: XYZ Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ISSR ADD'L TR PERIOD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	XX@XX	4-1-06	4-31-07	EACH OCCURRENCE \$ 500,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Per one person) \$ PERSONAL & ADW INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<h2 style="font-size: 2em;">SAMPLE INSURANCE CERTIFICATE</h2>			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EAACC \$ AGG \$
A	EXCESS UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	XXSXX	4-1-06	4-1-07	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
	OTHER				

Total \$1.5 Million

(Minimum Required)

DESCRIPTION OF OPERATIONS/LOCATIONS (VEHICLES) / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The City of Billings is listed as an additional insured.

CERTIFICATE HOLDER

City of Billings
 PO Box 1178
 Billings, MT 59103

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)
PRODUCER Joe Sample Insurance Agency PO Box 0000 Your City, Your State Zip	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED ABC, Inc Address City, State, Zip	INSURERS AFFORDING COVERAGE	
	INSURER A: XYZ Insurance Company	
	INSURER B: ABC Insurance Company	
	INSURER C:	
	INSURER D:	
		NAIC#

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR. RCDY. LTR.	INSR. NO.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	XX@XX	4-1-06	4-1-07	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	XXAAXX	4-1-06	4-1-07	COMBINED SINGLE LIMIT (Per accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	XXXSXX	4-1-06	4-1-07	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B		OTHER Liquor Liability	Policy #XXXXX	4-1-06	4-1-07	\$1,000,000/\$2,000,000

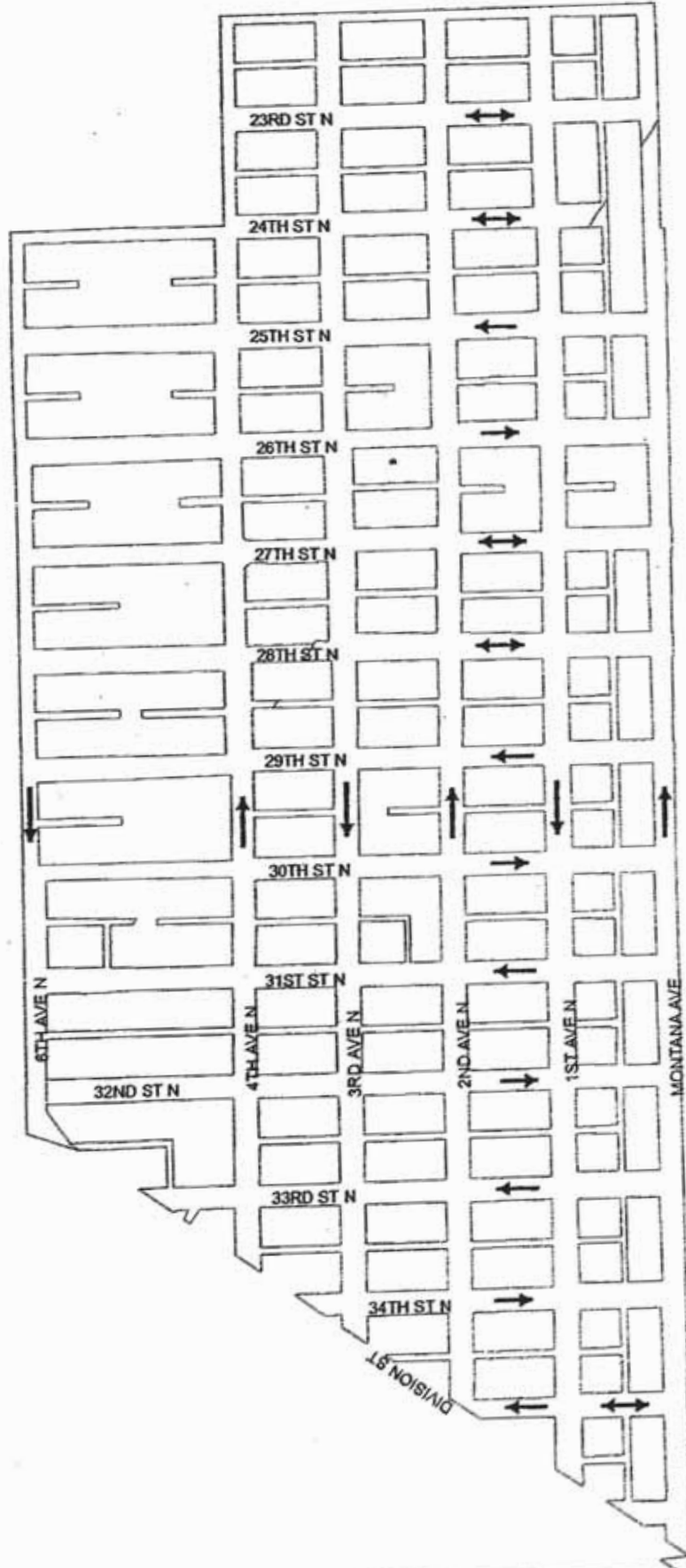
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The City of Billings is listed as a primary additional insured.

LIQUOR LIABILITY

CERTIFICATE HOLDER City of Billings PO Box 1178 Billings, MT 59103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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Downtown Billings Street Direction Map



EVENT APPLICATION – WITH STREET CLOSURE Permit Application

Below you will see a step by step process that must be implemented in order to close streets and hold an event. You may stage and implement your own event downtown or make use of the Business Improvement District's "Kit of Parts." In any case, you must obtain your own street closure permission and provide your own liability insurance.

STEP 1: Make sure you have a PLAN AND that your block neighbors are "on board" with the idea...or, at least, do not object to your plan.

-Date(s) of Event: _____

-Does this event require any Street Closure? _____ Yes _____ No

-Do you have Liability Insurance that will cover this event? _____ Yes _____ No
(You will be required to provide a "Binder" to the City of Billings showing coverage)

-Will you be serving alcoholic beverages? _____ Yes _____ No
(A permit may be required from the Billings Police Department)

What Blocks will be closed: (Example: The 200 Block of N. Broadway)
List all:

Briefly Describe Your Event Activity/Participants:

-Specify the exact date and TIME the blocks noted above will be CLOSED: _____

-Specify the exact date and TIME the blocks noted above will be REOPENED: _____

-Indicate your traffic re-route plan: *BE SPECIFIC...SEE EXAMPLE*

(Example if closing the 200 Block of N. Broadway...Northbound traffic on N. 28th would be diverted west at 1st Ave. North then resume northbound at N. 29th & southbound traffic on N. 28th would be diverted east at 2nd Ave. North then resume southbound at N. 27th)

List All of the Businesses impacted by the closure and have them “sign off” on the event:

BUSINESS NAME: ADDRESS: SIGNATURE:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____

Use an additional sheet if needed

STEP 2: Submit your street closure (Step 1) permit request to the Downtown Billings Association
AT LEAST 60 DAYS PRIOR TO YOUR EVENT DATE!

Submit to: **Downtown Billings**
 Attn: Lisa Harmon
 2815 2nd Ave N.
 Billings, MT 59101
 Email: lharmon@downtownbillings.com

Phone: 406-294-5060
 Fax: 406-294-5061

STEP 3: **WAIT FOR APPROVAL FROM THE CITY COUNCIL!** (If you have questions you are
welcome to contact the Downtown Billings)

STEP 4: **Upon approval by the City...Arrange for Kit of Parts equipment/services provided by The
Business Improvement District (BID)**

Business Improvement District (BID)
 Attn: Lisa Harmon
 2815 Second Avenue North
 Billings, MT 59101

Phone: 406-294-5060
 Fax: 406-294-5061
 Email: lharmon@downtownbillings.com

EVENT KIT OF PARTS RENTAL/USAGE PRICE LIST

(A single deposit is required, for each agreement form, from the applicant. Multiple items may be included on a single form and the highest applicable Deposit rate will apply... See sample agreement)

Item or Service	Unit of Measure	Price Per Unit for DBA Members	Price Per Unit for NON DBA Members	Deposit Amount required for DBA Members	Deposit required for NON DBA Members
Lighting Electrical Outlets (night) (per box of 2)	Hours Per Outlet	\$1.00	\$4.00	\$0.00	\$50.00
Event Outlets (110 volts per box of 4)	Hours Per Outlet	\$2.00	\$5.00	\$0.00	\$50.00
Events Outlets (220 volts 50 amp)	Hours Per Outlet	\$5.00	\$10.00	\$0.00	\$50.00
Event Outlets (220 volts 30 amp)	Hours Per Outlet	\$5.00	\$10.00	\$0.00	\$50.00
One 8' Folding Table	Day	\$10.00	\$15.00	\$0.00	\$50.00
Closure Stand (4 stands at each street end) (You place & remove gates yourself) (3' W x 4' H)	Each	\$10.00	\$15.00	\$0.00	\$75.00
Barricades (4 gates at each street end) (BID Staff places & removes gates) (3' W x 4' H)	Each	\$30.00	\$40.00	\$0.00	\$75.00
Orange Traffic Cones (Need at least 10 to mark closure and divert traffic) (You place & remove cones yourself)	Each Cone	\$5.00	\$8.00	\$0.00	\$75.00
Orange Traffic Cones (Need at least 10 to mark closure and divert traffic) (BID Staff places and removes cones)	Each Cone	\$8.00	\$10.00	\$0.00	\$75.00
Orange Arrow Sign (Required for closure of 2nd Ave. North) (You place and remove yourself)	Each Sign	\$10.00	\$15.00	\$0.00	\$75.00
Orange Arrow Sign (Required for closure of 2nd Ave. North) (BID Staff places and removes)	Each Sign	\$20.00	\$30.00	\$0.00	\$75.00
“No Parking” Signs placed on meters in advance of the event - Service Provided by BID Staff	Each Sign Placed	\$1.00	\$2.00	\$0.00	\$50.00
Ambassador Program – provided by BID	Hours per person	\$12.00	\$14.00	\$0.00	\$0.00
Clean Ambassadors (Clean-up) provided by BID	Hours per person	\$22.50	\$25.00	\$0.00	\$100.00
<p><u>Example: Closure of 29th Street and 2nd Avenue North requires 1 Arrow Sign, 4 cones, and 5 barricades</u></p> <p>Rental rates and placement service for closures may be arranged via another provider such as Billings Construction Supply. You are not required to use the BID Kit of Parts for closure devices or professional services.</p>					

The BID Ambassadors are dressed in easily recognizable bright purple shirts. The Downtown Business Improvement District (BID) Ambassadors are a uniformed, welcoming presence and serve as hospitality as well as security for Downtown and Downtown Events. The “Purple People” are a helpful resource for visitors, conventioners, workers, and residents. Their BID logo, as well as other identifying information, is visible on their garments. Their training includes topics such as radio communications, police codes, Billings History, local visitor information, conflict resolution, social service outreach, public relations, data/survey collection, and First Aid/CPR.

TERMS AND CONDITIONS OF RENTAL

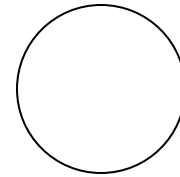
In consideration of the hiring of the Equipment described, without operator, by the undersigned (hereinafter referred to as the Renter) from the Business Improvement District, on reverse side (hereinafter referred to as the BID) upon the terms and conditions, and for the price herein specified, it is agreed as follows:

- 1. RENTAL AND TERM** begins on the date & time specified as "TAKEN OUT" and terminates on the date and time specified as "DUE IN" unless amended in writing on the reverse of this contract. Rental charges commence on delivery of Equipment to renter and upon return of Equipment, in acceptable condition, to BID's premises. BID may terminate Rental at any time and take possession of the equipment. Renter agrees to pay on return of Equipment to BID's premises, all charges and costs for the use thereof. Renter's right to use the Equipment terminates on the expiration and due dates set forth above unless extended in writing by BID.
- 2. CONDITIONS OF HIRING, INSPECTION PRIVILEGE AND WAIVER OF DEFECTS.** Renter accepts and hires the Equipment on an "as is" basis. Renter acknowledges receipt of all the Equipment in good working condition and repair and declares that Renter fully understands its proper operation and use. Renter acknowledges and declares that Renter has examined the Equipment and Renter declares that he has received all of such Equipment in a secure and operative condition. Renter is responsible for loading and unloading the Equipment. If the BID's employees assist in loading or unloading the Equipment, the Renter agrees to assume risk of, and hold the BID harmless for any property damage or personal injuries, including damage or injuries attributable to the negligence of the BID or her employees. Renter agrees to return the Equipment to BID's premises upon the expiration and due date thereof in as good condition as when received by Renter. Any damage incurred to rental equipment by renter requires full replacement cost of item to be determined by the Business Improvement District.
- 3. EQUIPMENT BECOMES UNSAFE OR IN DISREPAIR.** Renter will immediately discontinue use of the Equipment should if at anytime, following the execution of this agreement or any subsequent agreement, become unsafe or in a state of disrepair. Furthermore, the Renter will immediately notify BID that the Equipment is unsafe or in disrepair and until such time as the BID has regained possession the Renter agrees to take all steps reasonably necessary to prevent injuries to any person and all property from the Rental Equipment.
- 4. COMPLIANCE WITH LAWS.** Renter acknowledges that BID has no control over the use of Equipment by Renter, and Renter agrees, at his sole expense, to comply with all municipal, county, state and federal laws, ordinances and regulations which may affect the Equipment while it is in the possession of and use by the Renter. Renter shall not permit any person who is not legally qualified to use the Equipment.
- 5. PERMITTED AREA OF USE OF EQUIPMENT.** Without BID's written consent, Renter shall not remove the Equipment from the county in which it is rented.
- 6. RENTER'S LIABILITY FOR MISUSE OF EQUIPMENT.** Renter shall not abuse, harm or misuse the Equipment. Renter shall not permit any repairs to be made or lien to be placed upon the Equipment without BID's written consent. In the event of any accident or casualty resulting in bodily injury or property damages arising out of Renter's use and hiring of Equipment, Renter agrees to accept all responsibility therefore and shall hold BID harmless from any claims or action arising therefrom.. Renter shall furnish BID with a complete report of any accident involving said Equipment, including names and addresses of all persons involved and all witnesses. Unless otherwise specified herein, in case of the loss or destruction of any part of the Equipment, or of loss of possession thereof, or inability to return the same to BID on the expiration and due date, for any reason whatsoever. Renter shall pay BID the actual replacement cost thereof, and in addition thereto BID's loss of use of said equipment.
- 7. DISCLAIMER OF WARRANTIES.** BID MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Renter's sole remedy for any failure of or defect in the Equipment shall be the termination of the rental charges at the time of failure, provided the Equipment is returned to BID within 24 hours after such failure. BID shall not be responsible for any loss, damage or injury to Renter or Renter's property, including incidental special or consequential damages in any way connected with the operation, use, defect in or failure of the Equipment.
- 8. USE OF DEPOSIT AND LIABILITY FOR LATE PAYMENT, UPON BREACH BY RENTER.** Renter acknowledges that the purpose and intent of the deposit, if any, paid by Renter hereunder is to secure the payment of rental charges hereunder and to guarantee the full and complete performance of each of all the terms, covenants and agreements to be performed by Renter hereunder. Renter agrees to pay a late payment penalty at the rate of one and one half (1 ½%) percent per month on all delinquent accounts.
- 9. INDEMNIFICATION OF BID BY RENTER.** Renter expressly indemnities and holds BID harmless of, from and against any and all claims, loss, costs, damages, attorney's fees and/or liability in connection with the hiring and use of the Equipment regardless of whether a lawsuit is filed in the event a suit is instituted by BID to recover possession of Equipment, or to enforce any of the terms, conditions or provisions hereof. Renter agrees to pay all costs and reasonable attorney's fees of BID incurred in connection therewith. **Renter agrees to obtain sufficient liability insurance coverage for their event and further agrees to name BID as co-insured.**
- 10. TAXES.** Renter agrees to pay any and all taxes, license fees, or permit fees arising out of the hiring and use of the Equipment. Renter agrees to pay said taxes whether said taxes appear as part of the fact of this contract or whether said taxes are later claimed by the governmental authority. In the event of a claim by any governmental authority for taxes arising out of this transaction. Renter agrees to pay to BID said taxes upon demand.
- 11. CONSTRUCTION.** The paragraph headings used herein are for convenience only and are not to be used in construing the meaning or intent of any of the terms of provisions of this Rental Contract.

This agreement shall be governed by Montana law.



Department of Parks, Recreation & Public Lands
 390 North 23rd Street
 Billings, MT 59101
 (406) 657-8371



APPLICATION FOR PORTABLE COMMUNITY SOUNDSTAGE RENTAL

Application Date ____/____/____

APPLICANT

Organization _____

Event Chairperson _____ Day Phone _____ Night Phone _____

Address _____

COMMUNITY SOUNDSTAGE SPECIFICATIONS

The Community Soundstage is a self-contained trailer which converts into a portable band-shell or stage. It can be used for a variety of purposes for the performing arts such as plays, concerts, etc. The trailer itself is 33'6" long, 9' wide and 13'1" high. The actual size of the stage is 14' deep by 28' wide. It is equipped with a P.A. system which has two microphones and a CD player, overhead fluorescent lighting, eight colored can-type floodlights, and has multiple receptacles for electrical use with a total amperage draw based on the electrical power source.

RENTAL RATES

At the time of application, a 50% deposit of the total rental amount is required to secure a date for reservation.

	ONE DAY	TWO DAYS (Same Location)
BASIC STAGE RENTAL	\$300.00 <input type="checkbox"/>	\$400.00 <input type="checkbox"/>
PA SYSTEM & CD PLAYER	\$ 50.00 <input type="checkbox"/>	\$ 75.00 <input type="checkbox"/>
*COLORED CAN SPOTLIGHTS	\$100.00 <input type="checkbox"/>	\$150.00 <input type="checkbox"/>

(Rental rates for longer periods of time will be negotiable.)

**Available for night time shows only. Requires a separate 120 volt receptacle plug-in on a different circuit breaker than the one being used to power the stage receptacles.*

EVENT

Type or name of event _____

Contact or person in charge DAY OF EVENT _____

Address _____ Day Phone _____ Night Phone _____

Date(s) of event _____ Day(s) of event _____

Time of day Soundstage must be set up by? _____

**Earliest time Soundstage can be dismantled? _____

Time to meet person in charge the day of event for setup instructions? _____

PA System/CD Player needed? _____ Colored can spotlights needed? _____

***See terms of Rental Agreement*

(Please complete back/next page of application)

LOCATION

Description or address of site _____
(Use space at bottom to draw a diagram of the specific Soundstage setup location.)

Is the setup site relatively level? _____ Type of surface to be set up on? _____

Type of surface* to cross to reach setup site? _____

Is there at least 12 feet of overhead clearance (trees, wires, etc.) into the setup site? _____

What is the distance from the setup site to the nearest 120v. AC electrical outlet? _____

**The PRPL Department is not responsible for surface damage caused by the weight of the Soundstage in accessing a site if the site chairman authorizes the entry. Staff may also reuse to access a site due to weather and/or soil/road conditions.*

RENTAL AGREEMENT

At the time of application, a 50% deposit of the total rental amount is required to secure a date for reservation. \$100 of the initial deposit shall be held as a security/damage deposit. If no damages are assessed, the entire amount will be credited to the rental fee. The balance of the rental fee must be paid within two weeks of the event ending date. Fees not received by that time will be assessed a \$25 collection fee and billed.

If the event is canceled at least two weeks prior to the date reserved, the deposit will be fully refunded. Cancellations after that time will result in the deposit being forfeited. If the event is canceled the day of the event (due to weather), the balance of the rental fee will not be charged if we are notified in sufficient time to cancel our staff assignments before they report to duty. If the stage is not cleared and ready for take down by our staff within 15 minutes of the time indicated on this form, then a fee will be assessed at a rate of \$50 per 1/2 hour after the grace period until it can be dismantled.

I agree to the terms & conditions of this rental agreement and am authorized by my organization to sign such binding agreements.

Organization Representative DATE ____/____/____

OFFICE USE ONLY

Reservation Deposit \$ _____ Date Paid ____/____/____ Cash ____ Check # _____

Balance or Rental Fee \$ _____ Date Paid ____/____/____ Cash ____ Check # _____

Total Rental Fee \$ _____ Staff Assigned _____ Phone _____

DRAW SITE DIAGRAM HERE:
(attach additional sheet if necessary)