

RESOLUTION NO. 1882-21-06-08-0881

**RESOLUTION OF THE CITY OF PFLUGERVILLE, TEXAS
ESTABLISHING A CITY OF PFLUGERVILLE STAGE RENTAL POLICY**

WHEREAS, the City Council recognizes that a stage rental policy is necessary in order to allow the mobile stage to be available for daily rental by community, business, or private organizations for concerts, theater, sports, and other special events within city limits;

WHEREAS this policy reflects best practices and industry standards to ensure appropriate fees are collected for use of a City stage, and to protect the City from potential liability; and

WHEREAS the City Council finds it appropriate to establish a stage rental policy at this time;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PFLUGERVILLE, TEXAS:

SECTION 1. The findings set forth in the recitals of this Resolution are hereby found to be true and correct.

SECTION 2. That the stage rental policy, as attached and incorporated herein, has been reviewed and found to be in the best interest of the City and its citizens is hereby adopted.

SECTION 3. This Resolution shall take effect immediately from and after its passage.

APPROVED this 8th day of June, 2021.

CITY OF PFLUGERVILLE, TEXAS

By: 
Victor Gonzales, Mayor

ATTEST:


Trista Evans, Deputy City Secretary

CITY OF PFLUGERVILLE MOBILE STAGE RENTAL AGREEMENT

(Please print all information)

Application must be made 30 days in advance of the event date.

Applicant Name: _____

Organization Name: _____

Address: _____ City: _____ Zip: _____

Phone: (W) _____ (C) _____ Email _____

Name of Event or Function: _____

Purpose of Event: _____

Anticipated Event Attendance: _____ Function/Event Time: (Begins) _____ (Ends) _____

Event Date: _____ Delivery Time: _____ Removal Time: _____

Location for Stage: (State exact location of site, include map or photo) _____

Special Event Equipment Rental Prices:

**One Day Rental \$750 (12 hr. rental includes staff set up and breakdown)
\$500 Security Deposit (Refundable)**

If additional time or staff are needed:

\$25/hour/person _____ Number of hours ____ Number of additional staff.

I covenant and agree to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the City and the elected officials, employees, officers, City Managers, volunteers and representatives of the City, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to my activities under this Agreement, including any acts or omissions of myself, any agent, officer, City Manager, representative, or employee, of myself, and their respective officers, agents employees, City Managers and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of City, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT I AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. I shall advise the City in writing within 24 hours of any claim or demand against the City or myself known to me related to or arising out of my activities under this Agreement and shall see to the investigation and defense of such claim or demand at my cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving me of any of its obligations under this paragraph.

I have been given a copy of, and agree to abide by, the Mobile Stage Rental Policy, on page 2. I agree to assume all responsibility for any damage to the Stage and/or City of Pflugerville equipment during the rental period. I further agree that part, or all clean-up & damage deposit, will be retained to cover expenses to repair damage. I also agree that I will be billed accordingly if damages exceed amount of deposit.

Signature of Renter

Date

Parks & Recreation

Date

Office Use Only

Deposit Paid: _____ Date Paid: _____ Balance Due: _____ Balance Due Date: _____

CITY OF PFLUGERVILLE MOBILE STAGE RENTAL POLICY

1. All reservations will be processed through the City of Pflugerville Parks and Recreation Department (PARD) and will be based on availability of the mobile stage and staffing resources. Priority will be given to City of Pflugerville programs and events.
2. For local nonprofit organizations who are affiliated with Pflugerville ISD, City of Pflugerville or any other overlapping governmental entities that are hosting events benefiting programs or initiatives of said organizations, the mobile stage is available to rent at a reduced daily rental rate of \$750/day (up to 12 hours). Proof of nonprofit status, as defined by the Internal Revenue Service, must be presented at the time of application. Rental fees may be adjusted to reflect usage over 12 hours, or if additional equipment or staffing is needed.
3. The mobile stage will not be available for rent on city observed holidays and may not be available on the same day as other city events, subject to the discretion of the PARD Director or designee.
4. The stage may be rented up to four times per calendar year by the same applicant, on a first come, first served basis. Stage rental application must be made no more than 180 days, and no less than 30 days prior to the event date.
5. All mobile stage renters are required to pay a \$500 security deposit at the time of reservation. All other rental fees must be paid in full no less than 14 days prior to the event date. If the full fee is not paid 14 days prior to the event date, the reservation will be cancelled and PARD will retain the \$500 security deposit.
6. Cancellation by the renter must be made no later than 14 business days prior to the date of the event to receive a refund of the \$500 security deposit. Any cancellation made less than 14 days in advance of the event date will result in forfeiture of the security deposit.
7. The mobile stage will be transported, leveled, and prepared for use by PARD staff only, and the location will not be changed once the set-up process has begun. The cost for transport, set-up, and break-down is included in the overall cost of renting the mobile stage.
8. The City of Pflugerville reserves the right to shut down the mobile stage due to weather or other adverse conditions including, but not limited to; winds over 15 mph, lightning within 15 miles of the event site, or any other condition that could result in damage to city property or pose a safety risk.
9. The renting party is responsible for the conduct of all persons in attendance during the use of the mobile stage. The renter and/or their organization will be held liable for any damages to the mobile stage and/or property. Any damage charges will be based on equipment replacement and administrative costs.
10. Renters are required to inspect the mobile stage at the time of its delivery and set up, and to complete and sign the inspection form, documenting any concerns or information regarding pre-existing damage to the equipment. An exit inspection shall also be completed by the renter and city staff and signed by the renter.
11. No furnishings shall be removed from the stage. Nothing may be fixed (temporarily or permanently) to the stage in any way without prior written consent from the PARD Director or designee. This includes banners, posters, signs, or other materials. No tape, glue, or adhesive materials may be used on stage walls, floors, ceilings, or any other part of the stage.

Any failure to comply with this provision may result in loss of deposit and possible additional repair charges.

12. Stage occupancy is generally limited to 6 people with band and musical equipment. Increased occupancy requests will be considered at the discretion of the PARD Director based on the load weight and set up.

CITY OF PFLUGERVILLE MOBILE STAGE RENTAL AGREEMENT

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Applicant Name: _____

Organization Name: _____

Address: _____ City: _____ Zip: _____

Phone: (W) _____ (C) _____ Email _____

Name of Event or Function: _____

Purpose of Event: _____

Anticipated Event Attendance: _____ Function/Event Time: (Begins) _____ (Ends) _____

Event Date: _____ Delivery Time: _____ Removal Time: _____

Location for Stage: (State exact location of site, include map or photo) _____

Special Event Equipment Rental Prices:

One Day Rental **\$2000 (12 hr. rental includes staff set up and breakdown)**
\$500 Security Deposit (Refundable)

If additional time or staff are needed:

\$25/hour/person _____ Number of hours _____ Number of additional staff.

I covenant and agree to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the City and the elected officials, employees, officers, City Managers, volunteers and representatives of the City, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to my activities under this Agreement, including any acts or omissions of myself, any agent, officer, City Manager, representative, or employee, of myself, and their respective officers, agents employees, City Managers and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of City, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT I AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

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2. The mobile stage is available to rent at a rate of \$2,000 per day (up to 12 hours) for events held within Pflugerville city limits. Rental fees may be adjusted to reflect usage over 12 hours, or if additional equipment or staffing is needed.
3. The mobile stage will not be available for rent on city observed holidays and may not be available on the same day as other city events, subject to the discretion of the PARD Director or designee.
4. The stage may be rented up to four times per calendar year by the same applicant, on a first come, first served basis. Stage rental application must be made no more than 180 days, and no less than 30 days prior to the event date.
5. All mobile stage renters are required to pay a \$500 security deposit at the time of reservation. All other rental fees must be paid in full no less than 14 days prior to the event date. If the full fee is not paid 14 days prior to the event date, the reservation will be cancelled and PARD will retain the \$500 security deposit.
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