

**Acceptable Use Agreement
Midvale Outdoor Stage in the Park (OSP)**

The Mission of Midvale Arts Council, Inc. is to promote the arts in Midvale by sponsoring quality entertainment and by providing opportunities for Midvale citizens of all ages and backgrounds to enrich their lives by experiencing the positive benefits of the arts and local culture. These benefits include an enhanced appreciation of various styles of music and movement, improved artistic abilities, and refined rehearsal and performance skills. Participants will also further develop those attributes and skills that we believe are basic in an arts education: teamwork, self-discipline, self-confidence, respect for others and critical thinking. We also strive to make the arts and culture available to every citizen of Midvale, despite their socioeconomic status, while providing opportunities for citizens of all ages and abilities to discover and showcase their talents and skills in a positive environment. Use of the Midvale Outdoor Stage in the Park (OSP) should reflect this mission. As such, the Midvale Arts Council must approve all outside groups renting the facility and to protect the integrity of the facility, certain requirements must be met.

- Presentations must not be hateful, offensive, lewd, or anything else that goes against general community standards.
- All scripts, presentation materials, etc. must be reviewed and approved by Arts Council prior to any approval for use of the OSP.
- Renters must pay for each day/night they use the OSP -- not just the day/night(s) of performances. \$150 for Midvale residents & \$200 for non-Midvale residents. Fees waived for city sponsored events.
- A member of the Arts Council must be present for each rehearsal and performance when dressing rooms or lights are needed.
- Nothing can be hung from the walls without prior permission from the Arts Council.
- Masking tape is the only kind of tape that may used on the stage floor and must be removed following the rental of the stage.
- All props/scenery/etc. must be cleaned out within 2 days of last performance.
- Keys will not be given to renters.
- Renters must bring own sound and lighting equipment if more is required than the OSP=s basic light system.
- Security deposit of \$500 payable to Midvale Arts Council, Inc. in the event the OSP is damaged during use. Check will be returned if OSP is left in good condition. Damage in excess of security deposit will also be paid by renter.
- All garbage must be deposited in the appropriate containers in the Midvale Park or taken away. Any spills on the actual stage/walls must be cleaned up prior to leaving. Renters must leave the OSP in as good (or better) condition as it was found.
- Renters must be respectful to neighboring residents in regards to sound level and time of day in the park. The park is closed from 11 pm – 6 am. Renters must not use OSP during those hours.
- Renter must show proof of insurance or purchase a SELIP policy to cover the event
www.olyins.comn/SELIPonline

Requester's Name _____

Requester's Address _____

Requester's Phone Number _____

Description of Performance or Event _____

Dates Requested _____

Will there be admission fees _____ if so give details _____

Gathering Size _____
(If over 500 people, a mass gathering permit is required from the Salt Lake County Health Dept.)

Arts Council recommendation: Approval Denial

Date: _____

Completed by: _____

Comments/conditions: _____

Public Works recommendation: Approval Denial

Date: _____

Completed by: _____

Comments/conditions: _____

Police Department recommendation: Approval Denial

Date: _____

Completed by: _____

Comments/conditions: _____

Fire Department recommendation: Approval Denial

Date: _____

Completed by: _____

Comments/conditions: _____

City Attorney recommendation: Approval Denial

Date: _____

Completed by: _____

Comments/conditions: _____

Mayor recommendation: Approval Denial

Date: _____

Completed by: _____

Comments/conditions: _____

Total Usage Fee: \$ _____

Amount Payable to Midvale City \$ _____ (\$75/day)

Amount Payable to Midvale Arts Council, Inc. \$ _____ (\$75/day for Midvale Residents, \$125/day for Non-Midvale Residents)

Statement of Assumption of Risk and Liability Release:

I hereby recognize and acknowledge that participation in recreational activities may involve bodily injury and/or emotional injury. In consideration of being permitted to participate in such events, I hereby voluntarily and knowingly indemnify and hold harmless Midvale City, its officers, employees, and volunteers from any and all suits, claims or liability that may result from my participation and that of my group in activities at the Midvale Performing Arts Center. I agree to assume full responsibility for all expenses, medical or otherwise, that may arise therefrom. I have read and agree to the above contract.

Signature of renter _____ Date _____

Print Name _____ Phone _____

Title _____ Organization _____

Midvale Arts Council _____ Midvale City _____

**Return Signed Copy with \$500 Deposit payable to
Midvale Arts Council, Inc., 116 Alta View Dr., Midvale, UT 84047**