

City of Daytona Beach
**OCEANFRONT BANDSHELL
POLICIES & PROCEDURES**

Use of the Oceanfront Bandshell is subject to the following:

1. Operating Hours

- All rental periods include time to set up, produce the event, & break down.
- Hours of Operation
 - For PRIVATE & COMMERCIAL Events 8 am -10 pm
 - For TOURISM Events 8 am -11 pm

Rental Rates

(A) NON-COMMERCIAL (Private Events)

8:00 a.m. - 12:00 pm	\$ 100.00
1:00 p.m. - 5:00 pm	\$ 100.00
6:00 p.m. - 10:00 pm	\$ 100.00
8:00 a.m. - 10:00 pm (full day)	\$ 250.00

(B) COMMERCIAL (Community Events)

Daily Rate:	\$ 800.00
Set-Up Days:	\$ 400.00

(C) TOURISM (Per City Proclamation)

Daily Rate (8 am – 11 pm)	\$1,500.00 per day
Set Up Days (8 am – 11 pm)	\$ 700.00 per day

“Road Service” \$ 200.00 per day
(Any event needing more than 20 amps total power at 110 volts. A licensed electrician is required.)

(D) Vendor Fees: (This fee replaces any % of sales)

1 Day to 7 Days	\$300.00 per vendor
8 or More Days	\$500.00 per vendor

(E) All rates above are subject to State Sales Tax.

NOTE: All staging must be done on or adjacent to the Bandshell stage. Speakers must face South or Southeast only. The maximum decibel level allowed is 90 decibels from the stage out to 100 feet. Any event needing more than 20 amps total power at 110 volts must use “road service” at an additional \$200.00 per day. A licensed electrician is required.

Rental rates do not include fees for support staff or services such as stagehands, police, fire, etc.

2. Non-Commercial events must submit with the community event application, a deposit of 20% of the minimum rent, to reserve a firm date in the Oceanfront Bandshell. THIS DEPOSIT IS NOT REFUNDABLE. The balance of the fees is due no later than 30 days prior to the event.

Commercial Events and Tourism Events during Major Event Periods as defined in Ordinance No. 99-16 are subject to a non-refundable deposit of 50% of basic rental to reserve a firm date. The balance of the Commercial and/or Tourism fees must be paid to the City of Daytona Beach 115 days prior to a scheduled event that occurs during a major event period.

3. The user of the Oceanfront Bandshell must meet the specific terms and conditions consistent with Ordinance No. 02-60 and 99-16.
4. Admission fees are permitted with prior approval of the City Manager. A percentage of the collected fees will be payable to the City.
5. Food, beverage, and promotion specific merchandise sales are permitted during the event with prior approval of the City Manager and payment of the appropriate vending fee. The alcohol concession is held by the City of Daytona Beach. No alcohol sales are permitted during Spring Break and Black College Reunion in the Oceanfront Bandshell.
6. Lessee shall contact the appointed Stage Manager no later than sixty (60) days prior to the scheduled event date unless specifically waived by the Cultural Services Administrator. Stage Manager and stagehands will be employed and compensated directly by the lessee.

Stage Manager: Don Steadman
Phone: 386-671-3464
Cell Phone: 386-547-7113
Fax: 386-671-3596

7. Lessee shall indemnify and hold harmless the Lessor and its agents, officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the occupancy or use of the leased premises provided that the claim, damage, loss and expense is caused in whole or in part by any negligent act or omission of the Lessor, the Lessee, anyone directly or indirectly employed by any one of them or anyone for whose acts for any of them may be liable, regardless or whether or not it is caused in part by a party indemnified hereunder, except the Lessee shall not have to indemnify and hold harmless the Lessor if such claim, damage, loss and expense is the result of the sole negligence of the Lessor or of anyone directly or indirectly employed by the Lessor or anyone for whose acts for the Lessor may be liable.
8. As determined by the City's Risk Manager, lessee shall purchase and maintain at his own expense Commercial General Liability Insurance, including coverage for operations, and broad form property damage on an "occurrence" basis. The liability insurance shall include Contractual Liability Insurance applicable to the Lessee's obligations under Section 6 of this Lease. The liability insurance shall name the City

as an additional insured and must be submitted thirty (30) days prior to a commercial or tourism event.

9. If requested by the Lessor, the Lessee must provide evidence 72 hours prior to date of function that it maintains Workers' Compensation Insurance complying fully with the Florida Workers' Compensation laws.
10. The Lessee agrees to pay the City of Daytona Beach for any damages to the Oceanfront Bandshell property and parking areas resulting from use by the Lessee, except ordinary wear and tear. If additional staging is added to the current stage, a \$1,000 bond (cash) must be posted before construction.
11. No heavy equipment or props will be brought into the Oceanfront Bandshell or seating area without the express written consent of the City.
12. Lessee shall furnish adequate police and EMT protection through the Daytona Beach Police and Fire Departments at its own expense to insure the safety and protection of all persons and property.
13. No assignment of this lease may be made without the written consent of the City.
14. If the Lessee uses its own amplification or sound system and not that of the Oceanfront Bandshell, a sound permit may be required.
15. Lessee warrants that all copyrighted material to be performed has been licensed. Lessee agrees to indemnify and hold the City of Daytona Beach harmless from any and all claims, losses, or expenses incurred in regard to the use of copyrighted material to be performed at the Oceanfront Bandshell.
16. Contracts for installation of utilities shall be made by the Lessee with contractors approved by the Lessor in accordance with the Lessor's prevailing practice. Any exception must be in writing by the Lessor. All such connections and related work will be at the expense of the Lessee, including any related costs incurred by the Lessor.
17. In renting the Oceanfront Bandshell facility, it is understood that the Lessor does not relinquish the right to control the management thereof, and to enforce all necessary laws, rules and regulations. Duly authorized representatives of the City may enter the premises at any time, and all areas shall be under the control of the City.
18. Lessor shall retain the right to cause the interruption or termination of any performance in the interest of public safety and likewise cause the termination of such performance when in the sole judgment of Lessor such act is necessary to protect public interest.
19. Lessee agrees to remove from the Oceanfront Bandshell premises all stage settings, equipment and materials remaining in the Oceanfront Bandshell at the termination of this agreement and agrees to pay all moving and storage costs for such materials, and will in no way hold Lessor responsible for loss, damage or claim arising from the moving or storage. Lessee agrees that the Lessor will have the first lien on such material for payment of moving or for storage costs.

20. Lessee shall be in default if lessee fails to pay any amounts due to the City for the event within the time frame required or if the lessee breaches any provision of the lease or any rules and regulations promoted by the City of Daytona Beach.
21. Paid radio or television broadcasting, and commercial filming, recording or videotaping of the event or any portion of the event is prohibited, unless prior written approval of the Cultural Services Administrator is obtained.
22. No tents requiring posts or stakes may be erected in the Oceanfront Bandshell. Tents that can be weighted with water barrels or sandbags are allowable with advance notice to the Lessor.
23. **NIGHTTIME PERFORMANCES – NOTICE** – Nighttime performances at the Oceanfront Bandshell must be in conformance with Volusia County’s newly enacted Turtle Lighting Ordinance. Until such time as the County of Volusia approves a nighttime lighting plan for the Oceanfront Bandshell, the City of Daytona Beach cannot guarantee the availability of unrestricted lighting for productions during the turtle-nesting period that begins on May 1st and continues through October 31st of each year. The City will not be responsible for any losses that may be claimed by promoter(s) to have resulted from a lack of adequate lighting for programs at the Oceanfront Bandshell during the nesting season.

If you have questions or would like to book an event, please contact the Cultural Services Division of the City of Daytona Beach at 386.671.8250, or visit the office at City Hall, 301 S. Ridgewood Ave., Rm. 165.