



## Hazel Ruby McQuain Amphitheater

- Riverfront Facility
- 1500 Seats
- Electric
- Hiking/Biking Trails
- Restrooms
- Green Space
- Small setup/meeting room for additional fee



\$185 (1/2 day) Non Profit  
\$350 (a day) Non Profit

\$375 (1/2 day) For Profit  
\$700 (a day) For Profit

To reserve the Amphitheater, please call 304-296-8356.

## TERMS AND CONDITIONS

1. The Renter will be responsible for all damage to the amphitheater and equipment to the proportional expense caused by user in connection with this agreement. Any damage thus caused will be charged to the user or its agents.
2. Prior to the event, the Renter must contact Morgantown Police Department when in the opinion of the Director of BOPARC they are needed to maintain order and protect the public and park property. In this regard, a plan or request for such police protection shall be submitted 21 days prior to event for review and approval.
3. Any renting organization that is collecting a fee of any type while using this facility must remit an agreed upon percentage of the gross sales to BOPARC in addition to the rental fee.
4. The Renter is responsible for all electric issues and connections during event. Renter must use a Certified Electrician to make all connections. Permission must be granted from BOPARC prior to event before making a box connection. All boxes and breakers are to be left in as found condition. Pole lights within the park that have electric outlets are low amp – 10 amp during the day when lights are off and 5 amp at night when lights are on. No fans, cookers, heating devices or motors. The speakers are not to be used by any group unless given permission by the theater manager. BOPARC will not be available to repair equipment, reset breakers, etc. that result from Renter's improper use of standard electrical service.
5. **Any group sponsoring an event at the Hazel Ruby-McQuain Amphitheater where an invitation to the general public is offered (via flyers, media advertising, etc.) shall provide a certificate of insurance naming BOPARC/City of Morgantown as additional insured. The User shall provide a certificate of insurance accompanying this signed contract that indicates that the User will maintain in full force and effect a comprehensive liability insurance policy with a minimum amount of \$1,000,000 combined single limits of bodily injury and property damage liability, with a general aggregate limit of \$2,000,000 for more than one occurrence or accident, covering liability that may arise during the term of the Agreement.**
6. **All trash pick-up and removal shall be the responsibility of renting organization. This includes proper disposal of food vendor material. (Please, no hot coals or fluids in grass). Failure to properly remove trash will result in an additional charge for labor and materials. Allied Waste 304-296-3696 will provide trash boxes and dumpsters for a fee.**
7. Any person, group, or organization who uses the Amphitheater area shall be the responsible party for contacting the City of Morgantown's Finance Department for any license which may be required by any or all vendors taking part in the event, including any state and federal requirements. In addition, the Monongalia County Health Department shall be contacted to obtain proper health permits.
8. Amplified music must stop at 10:00 PM. All activity must stop at 11:00 PM, and activities may not begin until 7:00 AM if the event is a morning gathering, unless special approval has been obtained from Director of BOPARC.
9. **Payment arrangements for facility are as follows:**  
**The Renter will secure the facility upon receipt of a signed contract and the pre-established deposit consisting of the facility rental fee, unless otherwise described later in this contract.**  
All dates will remain open until the signed contract and deposit is received, however the theatre manager will make every attempt to hold desired dates for a reasonable amount of time until all contracts have been reviewed and signed by the renter. Non-return of the contract does not constitute cancellation of requested dates. Failure to notify BOPARC of cancellation of intended usage dates within 30 days of event will result in a charge not less than 50% of the full facility rental fee.
10. DUE TO THE CLOSE PROXIMITY TO THE CAPERTON TRAIL BOPARC RESERVES THE RIGHT TO CANCEL ANY RENTAL AGREEMENT ON THIS APPLICATION FOR MISREPRESENTATION, IMPROPER PROMOTION OR OTHER CAUSE DETRIMENTAL TO THE PUBLIC INTEREST OR THE WELFARE OF THE CITIZENS OF MORGANTOWN. THE RULING OF THE BOARD OF PARK AND RECREATION COMMISSIONERS ON GOOD CAUSE SHALL BE FINAL.