

AMPHITHEATRE LEASE INFORMATION

USER GROUP RATES:

Civic/Non-Profit Rate: A rate applied to non-profit corporations (501c3); charitable and civic organizations; arts groups; churches; schools; individuals; etc. Lessees who are not non-profit may qualify for a civic rate if at least 60% of the profit made is given to a legitimate charity.

Commercial Rate: A rate applied to any individual or group whose primary objective is the making of a profit.

Corporate Rate: A rate applied to commercial Lessees for non-revenue producing events when no sales are made; orders taken; tickets sold; or admission charged.

RESERVATIONS:

Reservations are tentative until lease agreement is signed and the required deposit is paid.

LEASE AGREEMENT:

Upon receipt, Lessee should sign agreement and return to amphitheatre office with deposit and supporting documents, as requested by lessor. Lease agreements do not cover any space or accommodations other than those listed in the document.

Move-in/out time is expected to be completed within the hours contracted. Additional time must be approved by amphitheatre manager and will be charged at the current rate. Worksheets and a diagram of set-up (if applicable) must be filled out by the user and returned to the amphitheatre office no later than 30 days prior to the event. This is the means by which the staff is scheduled and determination is made as to the required needs of the booked event. Should reservation for space be made less than thirty (30) days prior to event, full payment of fees for the rental, pre-determined services and equipment must accompany executed agreement and be delivered no later than the date indicated on the lease.

Amphitheatre Lessees shall furnish 20 complimentary fixed-seating tickets to amphitheatre management for contracted period.

DEPOSITS:

Deposits are calculated at one-third of total rent. Deposits are refundable, less \$50 administrative fee, if event is cancelled more than 60 days prior to contracted date. Deposits are non-refundable if event is cancelled less than 60 days prior to contracted date.

PAYMENTS:

All pre-determined fees, as outlined in lease, must be paid in full 30 days prior to event. Unpaid fees are subject to a 5% penalty. Supplemental services and additional equipment or rental fees are charged at the conclusion of the event. Unless otherwise specified, commercial Lessees requiring a payment based on the percentage of gross must provide a tally of gross receipts including but not limited to ticket sales and novelties. Failure to report within time period specified on lease agreement is subject to a \$10 per day penalty. Remaining charges will be billed to the Lessee and will be payable upon receipt. Delinquent accounts are subject to late fees as outlined in amphitheatre lease.

INSURANCE, SECURITY & FOOD SERVICE

INSURANCE REQUIREMENTS:

Commercial Lessees and Lessees charging admission; taking orders or selling merchandise; distributing food or alcohol; or events with a higher risk factor must agree to carry comprehensive liability insurance in a company authorized to do business in the State of Georgia. Minimum insurance coverage is required as follows: \$500,000 bodily injury to any one person; \$1,000,000 for bodily injury from any one accident; and \$100,000 for property damage for any one accident. Coverage must also protect Lessee and show Cobb County Government and as an additional insured during the period of the event.

A policy or certificate of insurance must be delivered to the amphitheatre management at least 30 days prior to the event. Failure to provide proof of required insurance coverage will result in cancellation of event. All lease agreements contain waivers of liability and should be reviewed thoroughly by Lessee.

SECURITY REQUIREMENTS:

Security is mandatory during show hours for events where near capacity crowds are expected; money is being collected; or alcoholic beverages are served. Security for other events will be required at the discretion of the amphitheatre manager.

Security arrangements must be made at least 30 days prior to the event. These arrangements are made by contacting the Cobb County Police Department, Ranger Division, Security Coordinator at (770) 528-8865. The Lessee is required to contract with and to pay directly to the officers for services provided on an hourly basis. Service will be provided with a 4 hour minimum fee.

The number of security officers required will be determined by the Security Coordinator, based on the type of event, patron safety, and traffic control requirements. Only sworn and State Certified Cobb County Police Rangers, Cobb County Police, Cobb County Sheriff's deputies and Cobb County Correction's officers will be used as security at Cobb County facilities. Many of these officers and most of the police rangers are Certified Emergency Medical Technicians (EMT's).

FOOD SERVICE:

Cobb County reserves all concession rights, including but not limited to food and beverages. No food or other edibles or drinks may be served or given away in buildings or on grounds by the Lessee unless authorized by amphitheatre management.

Only the Cobb County contracted concessionaire and caterer are permitted to serve food or drinks at the amphitheatre. Any deviation of this policy must be pre-approved through the facility manger.

Alcoholic beverages may be served without charge and consumed at closed functions, but the offer and sale of alcoholic beverages at such functions is prohibited. A written limited guest list must be prepared at least forty-eight hours in advance of the date on which the closed function is to occur.

AMPHITHEATRE USE GUIDELINES

This document represents amphitheatre use guidelines only. Ultimate use of the amphitheatre shall be governed by the lease agreement executed by Lessor and Lessee.

Cobb County reserves the right, at any time, to order removed any persons, animals, furniture, fixtures, wiring, exhibits or other items, and to terminate the lease agreement without notice or liability.

Lessee accepts the facility in good order and agrees to return it to the Lessor in the same condition, normal wear accepted. The Lessee will be liable for any and all damages caused through its own action or the acts of any of its employees, agents or anyone visiting the building upon the invitation of the Lessee, as well as damages caused to the building.

Cobb County will furnish air conditioning in dressing room and office areas; lighting and normal janitorial services; which, in its opinion, is adequate with respect to the intended use; however, the County shall consider both the burdens placed by the intended use and the reasonable needs of the Lessee. The failure to furnish these services shall not abrogate the agreement and shall not entitle the Lessee to any rebate in rental fees. Additional after-hours janitorial services, as required, will be billed to the Lessee at the prevailing rates.

Management reserves the right to review any contracts between Lessees and other parties involved in the events. No portion of amphitheatre may be sub-leased by the Lessee without the consent, in writing, of the manager and Lessee may not use building for any purpose except as specified on the lease agreement.

Event advertising naming the amphitheatre may not be distributed prior to signing an amphitheatre lease agreement and paying a deposit.

Televised shows or events will be required to pay the current rate for electricians and/or electrical services. The Lessee will also pay the cost of any additional electrical requirements. The name "Cobb County" must appear in the credits of any event filmed on site.

The Lessee or his/her representative must remain at the amphitheatre until the event is over and all participants; audience; equipment and/or property have been removed. Amphitheatre manager must pre-approve any exceptions to this policy. If a performer does not appear or perform, as advertised, the promoter will explain to ticket holders why there was no performance and will make refunds, as required.

The Lessee is responsible for providing additional staff as required by facility. If Lessee does not provide the personnel, they will be charged at the rate listed on the rate sheet. The approval of custodial or technical personnel should be arranged with management prior to the event. These volunteers/employees would be subject to the following: approval by management, knowledge of the amphitheatre rules and ability to enforce the amphitheatre use guidelines. The Lessee will arrange for all move-in and move-out personnel. Cobb County/Mable House Barnes Amphitheatre staff is not available to assist with loading or unloading event equipment or materials.

(Amphitheatre Use Guidelines Continued on next page)

AMPHITHEATRE USE GUIDELINES (Continued)

Civic organizations may choose to pay a \$500 per day fee to the Mable House Amphitheatre Parking Company to provide a minimum of five parking lot attendants 2 hours prior to the event. All other organizations are required to use the parking company hired by the amphitheatre. The fee for this parking service is paid in the form of an additional \$1 facility service fee added to all tickets purchased by persons attending the event.

The amphitheatre will not furnish tools and materials. No nails, tacks, staples, brads, etc. may be driven into any portion of the amphitheatre; and, no changes, repairs, painting, staining or alterations that will change the finish, appearance or contours of the buildings will be permitted without the consent of management. Use of tape on county equipment or building structure is prohibited unless prior authorization by management and only gaffer, spike or glow tape may be used. No exhibit may be displayed around the amphitheatre or suspended from permanent fixtures or beams without the permission of the management. Helium filled balloons are prohibited under seating canopy or on stage.

County furniture and/or equipment (this includes office equipment) may not to be moved by anyone except facility personnel and may not to be used without the consent of management. Anyone found abusing, destroying or removing county property could be barred from the premises.

The construction of sets is limited to designated areas. The work area must be kept clean and be cleared upon completion of construction.

No pamphlets, inserts, advertising matter, political handbills or like may be distributed at the amphitheatre without the consent of management. Pickets and solicitors are prohibited on county property.

Lessee is to have an approved agent available to receive and ship all freight within contracted hours of use. Freight will not be accepted prior to contracted dates and Cobb County will not be responsible for any freight shipped to or from the amphitheatre.

Animals may not be brought on to the Mable House Barnes Amphitheatre property without the express consent of management.

Cobb County assumes no responsibility for items left by users or lost and found items. The County reserves the right to remove from the building all property remaining in the building after the contracted time has lapsed or to charge the Lessee \$100.00 for the first day and \$25.00 each additional day up to 30 days. Property will be disposed of at the discretion of management.

Nothing contained in the lease agreement shall be construed to prohibit the Department of Public Safety, Health Department or any other agency of Cobb County, its agents or its employees from entering the leased premises for the purpose of discharging their lawful duties.

Lessees must abide by the Cobb County Noise Ordinance, which prohibits operation of musical instruments, loudspeakers and amplifiers in a manner as to be plainly audible at a distance of 50 feet from the building after 11:00pm. All outdoor concerts must end no later 10:30pm.

AMPHITHEATRE RATES & SPECIFICATIONS

CIVIC RATE

8AM-MIDNIGHT
 \$200/HOUR, 6-HOUR MINIMUM
 \$70/HOUR MOVE IN/OUT RATE
 \$100/HOUR REHEARSAL RATE

SCHOOL PERFORMANCE RATE

6-HOUR INCREMENT \$850/DAY
 (Call 770-819-2943 for Cobb County
 Public School's Rate)

COMMERCIAL RATE

8AM-MIDNIGHT
 10% OF GROSS RECEIPTS OR \$3,200/DAY
 (Whichever is greater/\$7,000 Cap on Receipts)
 \$75/HOUR MOVE IN/OUT RATE
 \$125/HOUR REHEARSAL RATE

CORPORATE RATE

8AM-MIDNIGHT
 \$1500/3 HOUR MINIMUM
 \$300/HOUR AFTER 3 HOURS MINIMUM
 \$75/HOUR MOVE IN/OUT RATE
 \$125/HOUR REHEARSAL RATE

EQUIPMENT RENTAL & SERVICES

(Each-Per day)

4' Tables	\$ 3.00
8' Tables	\$ 4.00
Chairs	\$ 1.00
Podium	\$ 25.00
Musician Chairs	\$ 1.50
Versalite Riser 4X8 Section	\$ 50.00
Party Canopy (20 X 20)	\$ 220.00
Party Canopy (20 X 30)	\$ 300.00

TECHNICAL FEES

Technical Director (4r minimum)	\$ 55.00
Sound/lighting usage fee	\$1,500.00

ATTENDANT SERVICES

Custodian Services (8 hour Event)	\$500.00
Custodian Services (4 hour Event)	\$250.00
Custodial (Per Hour)	\$ 15.00

OTHER CONTRACTED SERVICES

(4 Officer Minimum/4 hour Minimum)

Security Per Hour Average Fee	\$ 35.00
Civic Parking Rate (Per Event)	\$500.00
In-House A/V Rental.....	Prevailing

OTHER FEES

Shore Power (Per Day)	\$ 25.00
Novelty Sales (Per Vendor)	\$50+10%
Re-issue Contract	\$ 10.00

SPECIFICATIONS

Fixed Seating Capacity	1261
Table Seating Capacity	234
Lawn Seating Capacity	1000
Orchestra Pit Capacity	70
Green Room	1
Dressing Rooms	4
Cast Dressing Rooms	2
(25 Capacity Each)	
Proscenium Width	63'9"
Proscenium Height	32'
Proscenium to Back Wall	33'
Overhead Steel Height	40'
First to Last	28'
Total Linesets (5 Are Electrics)	9
Lineset Length	76'
Front of Pit Cover to Backwall	47'
Arbor Limit (Pounds)	1000
Loading Dock With Roll Up Doors	2

*****All fees will be doubled if event falls on a Cobb County Holiday*****

-----SERVICES & EQUIPMENT SUBJECT TO AVAILABILITY-----

AMPHITHEATRE TECHNICAL POLICY

If the show is a “walk-in” (podium type events where nothing is hung or moved and basic “as-is” lighting is used) or if the Lessee provides a full stage and running crew, there will be the need for only one technician on site.

Events needing special lighting or audio set-ups, hanging of drops, moving of the soft goods (i.e. curtains, legs, etc.) will need additional technicians.

Only authorized technicians will operate lights, sound, rigging or stage equipment in the theatre. The use of any apparatus to fly, hang, rig, etc. a performer must be pre-approved by management and the technical director.

If the Lessee has major technical and/or set-up needs, the size of the crew will be based on needs and time restraints of each given event. Please consider this with your theatre rental time, including move-in/out, rehearsals, and performance.

Lessee agrees to restore the theatre to the same condition as it was at the time of occupying the theatre unless management notifies Lessee that such restoration is unnecessary.

Lessees should not assume anything about the state of the theatre prior to the rental. Numerous Lessees use this space and many rent or provide supplemental production. All custom gels (color) and gobos are the responsibility of the Lessee.

Technical questions regarding the theatre will be directed to the Technical Director approved by management. This contact should be made as early as possible prior to the event. Technician fees will be charged at the prevailing rate per person with a 5-hour minimum.

A Technical Director, approved by management, is required on site any time the Lessee is using the theatre when lighting, audio or fly systems are in use. This includes load in of a show and any rehearsals.

AMPHITHEATRE SAFETY REQUIREMENTS

All capacity limits will be enforced. The Lessee must not sell tickets in excess of amphitheatre capacity. The Lessor reserves the rights to monitor the attendance and to limit the admission, should the amphitheatre reach capacity. Sidewalks, passageways, halls, stairways, seating areas or exits may not be obstructed by any object or person.

No person will be allowed to bring in or keep anything that may create a fire hazard or be detrimental to the fire protection of the building. All decorative material must be flame proof and only use of water-based, non-flammable paint is allowed in set preparation. Open flames of any type, i.e. candles, grilles, flashpots, etc. are not allowed except in designated areas and pre-approved by amphitheatre manager. No gasoline, explosives, oils or artificial lights are permitted in the buildings or on the grounds without the consent of management. The number, amperage and wattage of lights, fixtures or equipment for any event may be limited, subject to availability.

The loading areas are to be kept clear of debris. Parking in this area shall be limited to the time necessary for loading and unloading. Loading zone regulations will be strictly enforced. Fire lanes must remain open at all times. Bus and truck parking will be limited to designated areas.

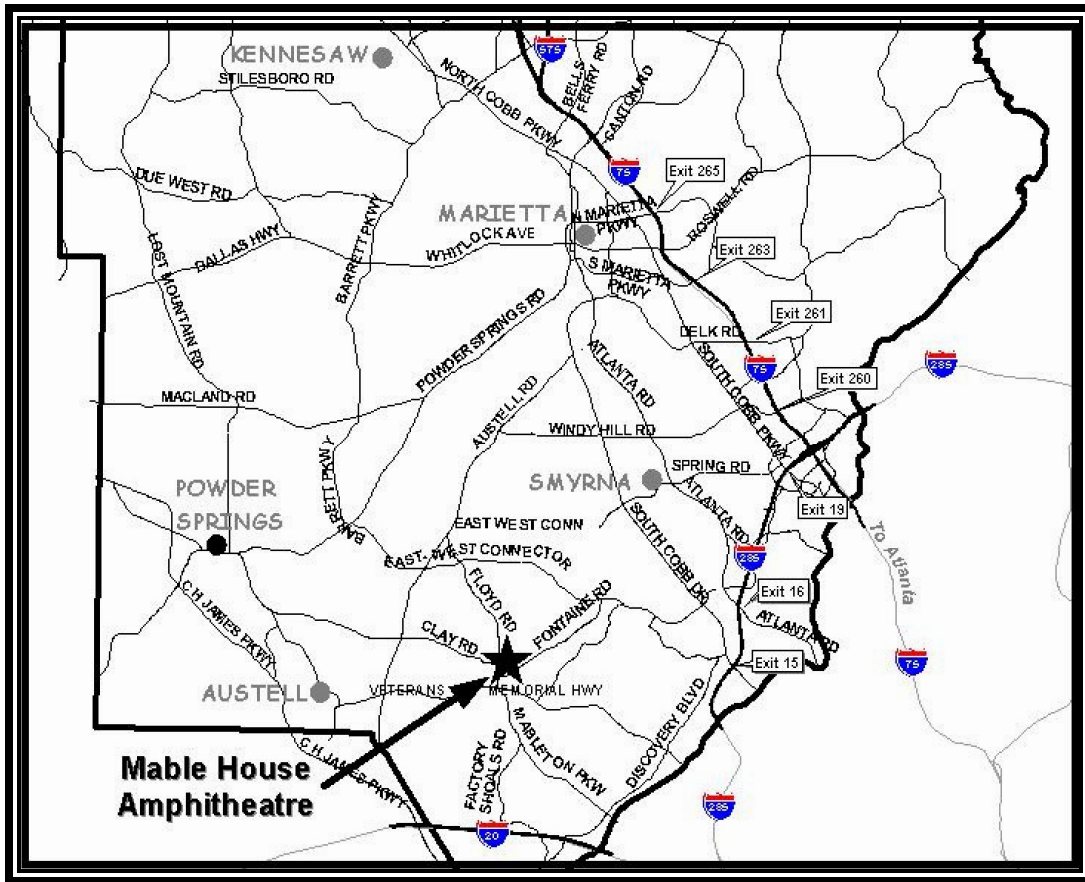
Lessee shall adhere to all laws and/or ordinances, rules and regulations of any governmental authority having jurisdiction. The authority's employees and/or its agents shall enter the leased premises for the purpose of discharging their lawful duties.

Lessee shall be responsible for permitting and adhering to all regulations regarding temporary structures and/or tents.

Personal injuries and/or loss or damage to property must be reported to management immediately.

Smoking is prohibited in all Cobb County facilities per the Official Code of Georgia adopted by the Cobb County Board of Commissioners on April 28, 1987.

AMPHITHEATRE MAP & ADA COMPLIANCE



The Cobb County Board of Commissioners complies with the Americans with Disabilities Act of 1990 Public Law 101-336 (ADA), which prohibits discrimination on the basis of a disability, be denied the benefits of Cobb County services, programs, activities, or employment with Cobb County. If you have a specific physical or service accessibility need, please make the staff aware of what you need so that we can reasonably accommodate you. For further information or alternate formats of this notice, please contact the Cobb County Government ADA Coordinator: 770-528-2151 (Voice) 770-528-1103 (TDD)



AMPHITHEATRE SEATING CHART

