



## City of Conway Use Policy for Kris Allen Stage / Simon Park

1. This facility is open to the public without regards to sex, race, color, creed, age, nationality or place of origin. Likewise no sponsor of an event can limit public use for any of the reasons listed above.
2. **All requests for use of the Kris Allen Stage must be made at least 2 weeks before the desired date.** Your date is held tentatively until application is received. Once received the Mayor's Office will notify the applicant by phone or email with decision. All requests will be approved in a timely manner by the Mayor's Office. If applicant is not received within 14 days prior to your event; your event will be removed from the calendar. Forms shall be obtained by contacting Felicia Rogers at the Mayor's Office at 501/450-6110 or [felicia.rogers@cityofconway.org](mailto:felicia.rogers@cityofconway.org). If there are extenuating circumstances, the Mayor may adjust the request time; however approval must still be granted before use of bandshell in Simon Park.
3. The facility must be reserved for use. Reservations will be accepted on a first come – first serve basis in the calendar year of schedule use. **A rental fee of \$20.00 (nonrefundable) will be paid to the City Clerk within 7 days from the date the reservations is made to confirm the reservation.**
4. Events postponed due to weather or other emergency may be rescheduled to an open date. The reservation and administration fee will be forfeited should the sponsor postpone the event. In either event, the rental fee will not be refunded.
5. At no time will schedule use extend **beyond 10:00pm nor begin before 8:00am; without the permission of the Office of the Mayor. This shall include set-up & clean up time. If your event takes place during the hours of 8am – 5pm; please note that at no time can the alleyway behind Simon Park be blocked for any period of time. This includes set-up, take down, loading/unloading, etc.**
6. The user agrees to be responsible to restore the facility to pre-use conditions by removing trash and debris from the area. Failure to perform required cleanup might result in activity sponsor reimbursement for that service.
7. All items placed at the site by activity sponsor including but not limited to chairs, tables, risers, etc. will be removed at the conclusion of the activity unless the Mayor has previously granted special permission.
8. No alcoholic beverages will be allowed on premises.
9. No alterations or repairs shall be made, except by authorization of the Mayor.
10. No items are to be glued, pinned, tacked or otherwise attached to bandshell without approval of the Mayor.
11. Materials and equipment must be removed immediately following the use of the bandshell unless prior arrangements are made with the Mayor's Office. The City will not be liable for any items left at, on or around the bandshell.

**\*\*Please keep for your files\*\***

**Simon Park  
Kris Allen Stage Use Contract**

This agreement made on this day \_\_\_\_\_ by and between the City of Conway, herein referred to as "City" and \_\_\_\_\_ herein referred to as "**Sponsor**", for the purpose of holding a special event at Simon Park on the Kris Allen Stage.

**Witnesseth:**

**Now therefore**, for the consideration, purposes and mutual undertaking herein provided, the parties hereto mutually agree as follows:

1. City agrees to allow Sponsor the use of the bandshell for the dates and/or hour (s) and for the purpose(s) indicated on Sponsor application attached hereto and made a part of this agreement.
2. The fee of **\$20.00** for the use of the Bandshell is due and payable 7 days prior to the event. This fee is to be paid to the City/Clerk office in City Hall at 1201 Oak Street. **Make all checks payable to the City of Conway.**
3. Sponsor agrees that facilities and event are free and open to public without regards to sex, race, color, creed, age, nationality or place of origin.
4. Sponsor agrees that should the event be postponed due to weather or other emergency, it may be rescheduled to an open date and the fee will be forfeited. Should the event be postponed or canceled by the Sponsor, the fee will be forfeited.
5. Sponsor agrees that the event will not extend beyond midnight nor begin before 8:00a.m.
6. Sponsor agrees to restore Bandshell to pre-use conditions by removing all items placed at the site by Sponsor in addition to removing trash and debris from area. Failure to perform required cleanup might result in Sponsor reimbursement for cleanup charges. All removal of items and cleanup will be performed immediately upon conclusion of event except with prior approval of the Mayor.
7. Sponsor is responsible for inspection of Bandshell prior to event for determining availability of any electrical, lighting or any other special requirements for event. Should any non-existing requirements be needed, Sponsor must have prior approval of City of Conway for special arrangement and approval by the City of Conway person responsible for performing special arrangements. **NO ALTERATIONS WILL BE MADE EXCEPT BY PRIOR AUTHORIZATION OF THE CITY.**
8. No alcoholic beverages will be allowed on premises.
9. The City reserves the right, and Sponsor relinquishes the rights, to license or permit others to operate, during the period of this agreement, any and all concessions provided for event as provided for and in accordance with city ordinances.
10. Sponsor shall not assign this agreement in whole or in part, or change the purposes or event(s) without prior written permission of the City.
11. The City, its agent, servants and employees shall not be liable or responsible for any damage to or loss of the property of Sponsor, or any other person or entity, brought onto Bandshell property as a result of this agreement.
12. The City, its agent, servants and employees shall not be liable or responsible for any claims, or cause of action arising from the acts of employees and representatives of Sponsor, or for any claim arising from

damage to the person or property of the Sponsor or of persons attending the event by reason of the use of the Bandshell by the Sponsor.

13. The Sponsor agrees no lewd or indecent action, conduct, language, pictures or portrayals shall be included in the activities or events presented by Sponsor on the premises and nothing shall be presented, used or sold by Sponsor on the premises that is contrary to and in violation of the laws of the United States, State of Arkansas, and/or City of Conway
14. Sponsor agrees to defend, indemnify and hold harmless the City against any claim, expense or loss or liability as a result of any breach by Sponsor, Sponsor's agents, servants, employees, customers, visitors, or licensees, of any covenant or condition of the agreement, or as a result of Sponsor's use or occupancy of the premises, or as a result of the carelessness, negligence, or improper conduct of the Sponsor, Sponsor's agents, servants, employees, customers, visitors, or licenses.

**IN WITNESS WHEREOF**, this agreement has been executed by the parties hereto on the day and year first above written.

**City of Conway Representative:**

\_\_\_\_\_  
**Mayor Tab Townsell or  
Mayor's Office Representative**

**Event Sponsor:**

\_\_\_\_\_  
**Signature**



**City of Conway, Arkansas**  
**Kris Allen Stage**  
**Simon Park, Downtown Conway**

EVENT NAME: \_\_\_\_\_

DATE OF EVENT: \_\_\_\_\_ EVENT START TIME: \_\_\_\_\_ END TIME \_\_\_\_\_

GROUP/ORGANIZATION: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

EMAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ CELL PHONE \_\_\_\_\_ FAX: \_\_\_\_\_

NONPROFIT: YES \_\_\_\_\_ NO \_\_\_\_\_

HAVE YOU EVER HELD AN EVENT AT CITY PARK BEFORE?

YES \_\_\_\_\_ NO \_\_\_\_\_

IF YES, LIST EVENT (S) AND DATES:

1. \_\_\_\_\_

2. \_\_\_\_\_

CURRENT EVENT DESCRIPTION: (PLEASE PROVIDE AS MUCH DETAIL AS POSSIBLE)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ANTICIPATED NUMBER OF PARTICIPANTS: \_\_\_\_\_

ANTICIPATED NUMBER OF SPECTATORS: \_\_\_\_\_

LIST IN DETAIL THE SERIES OF EVENTS THAT WILL OCCUR FOR THIS EVENT:

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WILL EVENT BE ADVERTISED? YES \_\_\_\_\_ NO \_\_\_\_\_

IF YES, HOW AND WHEN? \_\_\_\_\_

TAKE DOWN TIME: \_\_\_\_\_

*The city reserves the right of approval on all variety of advertisements to insure proper compliance.*

**CROWD CONTROL TO BE PROVIDED BY SPONSOR**

The City of Conway retains the sole right to issue event permits for the use of the City Park Bandshell. If accepted, you will sign a contract with the City of Conway.

A copy of the contract will be kept at City Hall/Mayor's Office for the calendar year.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**\*\*Fax contract/application back to Felicia Rogers @ 501-450-6145 or email it to [felicia.rogers@cityofconway.org](mailto:felicia.rogers@cityofconway.org)**