



BERKMAN AMPHITHEATER
The Old Fort Steuben Project, Inc.
FORT STEUBEN PARK
120 SOUTH 3RD STREET STEUBENVILLE, OHIO 43952

The Old Fort Steuben Project is a private non-profit and reserves the right to limit use of the Berkman Amphitheater.

Usage: The Berkman Amphitheater is available **for non-profit events and programs** associated with the promotion of **the civic, cultural, and educational needs of the community.**

To apply for an amphitheater reservation, please complete the application form and return it to Historic Fort Steuben - Berkman Amphitheater 120 South 3rd Street, Steubenville, OH 43952. Phone: 740-283-1787.

Submitting an application does not guarantee approval. Please read the following policy before applying for a reservation.

Facilities

The amphitheater is an outdoor, open-air, covered facility with terraced seating that accommodates approximately 300 people. The stage is 30' by 40' with overhead lighting and electrical hookups.

Scheduling

Reservations for the amphitheater are scheduled on a first come, first serve basis based upon the following priorities:

1. Fort Steuben events and programs;
2. Educational, cultural, and civic events and programs of organizations located in the tri-state area.

Lessees must make their own arrangements in case of bad weather.

Amphitheater Rules

Groups using the amphitheater are subject to the following rules, regulations, and policies of Old Fort Steuben Project, Inc. Failure to comply may result in the applicant's security deposit being withheld and the use or future use of the facility being denied.

1. **Availability:** The amphitheater **is not available** for the following purposes:
 - Commercial uses.
 - Private, social events (weddings, parties, etc.)
 - Fundraising activities.
 - Political rallies or programs.
 - Club meetings or installation ceremonies that have secret rituals.
 - Religious services or other religious purposes (tent revivals, literature distribution, preaching, etc.)
 - Classes or demonstrations involving the use of hazardous materials and/or weapons.
2. **Approval for Use:** The Fort Steuben amphitheater committee or administrator or their designee is empowered to make decisions regarding the availability, use, and approval of amphitheater applications. Requests for exceptions to the above rules, regulations, and policies must be submitted in writing to the amphitheater committee or their designee.

- 3 **Insurance:** Groups using the amphitheater must provide a certificate of liability insurance with Old Fort Steuben Project listed as an additional insured.
- 4 **Equipment:** Chairs, furniture or sound equipment needed on the stage must be provided by renter and indicated on application form. No additional furniture or equipment may be used without prior approval of Fort Steuben.
- 5 **Storage:** Fort Steuben does not supply space for groups needing a place to store their supplies or equipment.
- 6 **Visitor Center:** Use of the Visitor Center is not included in the use of the Amphitheater and Park.
- 7 **Restrooms:** Lessees must arrange rental of portable restrooms and show proof of such within a week of the event. Restrooms in the Visitor Center are not generally for use by patrons of the Amphitheater.
- 8 **Service:** Fort Steuben employees are not available for porter service, custodial assistance, operation of equipment, attendance taking, the arrangement of exhibits, and/or other forms of assistance.
- 9 **Set-up & Clean-up:** Groups are responsible for set up and cleanup of the amphitheater, surrounding area, and other areas utilized by the group. The amphitheater must be left clean and in good condition. All refuse must be disposed of properly in the containers provided. Failure to leave the facility in proper order will result in the forfeiture of the group's security deposit and/or denial of future requests to use the amphitheater.
- 10 **Attendance:** Event/program attendance must be limited to the estimate provided on the approved application form.
- 11 **Parking:** Groups are responsible for arranging **Parking Attendants** to direct parking in designated areas. Vehicles may not be driven or parked on the grass or in the Visitors Center Parking Lot without Fort Steuben approval. Parking is available at several parking lots along South Third Street.
- 12 **Security:** One professional, uniformed, non-armed security guard must be provided by the renter for each event. Two security guards are required for each event of 200 or more. The security company name and phone number must be presented to Old Fort Steuben Project amphitheater committee.
- 13 **Alcohol:** Alcoholic beverages and drugs are not permitted. Furthermore, no persons under the influence of alcohol or drugs shall be permitted in the Park or Amphitheater.
- 14 **Noise Ordinances:** Programs must comply with city ordinances concerning noise levels.
- 15 **Fire & Health Regulations:** Groups shall abide by all local and state fire and health regulations, when using the amphitheater.
- 16 **ADA:** All activities taking place in the amphitheater must comply with the Americans with Disabilities Act as well as city ordinances.
- 17 **Endorsement:** Use of the amphitheater does not constitute Fort Steuben sponsorship or endorsement of the events, programs, themes, products, ideas, or viewpoints expressed by the participants or sponsors in the event or program. No advertisement or announcement implying such an endorsement or sponsorship will be permitted.
- 18 **Chaperones:** Adult sponsors/chaperones, who will be held responsible for compliance with this policy, must attend events or programs where individuals under 18 years of age will be present. One [1] adult for every five [8] persons under the age of 18 is required. These adult sponsors/chaperones also assume responsibility for the group and its activities.

- 19 **No physical changes** are permitted to be made to the amphitheater and its surroundings.
- 20 **Posters & Signage:** Nails, tacks, tape, etc and hanging, tacking, and/or posting of flyers, signs, and/or posters on the amphitheater or any Fort Steuben property are prohibited. Signs promoting the event and/or sponsors may be put in place 72 hours before the event. All signage must be in accordance with city ordinances and approved by Fort Steuben Park.
- 21 **Animals** [i.e. petting zoos, caged animals, etc.] are not permitted except for certified service animals.
- 22 **Food:** Groups using the amphitheater are prohibited from selling food and beverages without specific approval. Food concession can be made available on site by request. Groups are prohibited from bringing and using grills and other cooking appliances in the amphitheater and the surrounding area.
- 23 **Tents and tables** and other equipment are not permitted on the grassy areas without prior approval by the Fort Steuben committee.
- 24 **Bicycles, roller skates, skateboards, scooters,** and similar items are prohibited in the Fort Steuben Park area. Wading or splashing in the **Fountain** is also prohibited.
- 25 **Damages:** Each organization/group using the amphitheater is responsible for reimbursing Fort Steuben for any damage done or presumed to have been done to the Fort Steuben owned furniture, equipment and/or to the facility. Fort Steuben reserves the right to limit or prohibit future use of the amphitheater by groups that have caused damage to the facility and/or park or that have caused a disturbance and/or failed to comply with the rules established by Fort Steuben.
- 26 **Liability:** The Old Fort Steuben Project assumes no liability for the actions of any group using the amphitheater and bears no responsibility for the actions of any of its guests, invitees or performers. All groups utilizing the Amphitheater do so at their own risk.
- 27 **Responsibility Waiver:** The Old Fort Steuben Project bears no responsibility for any injuries or loss of personal property by any patron, guest, or invitee caused by the negligence or intentional acts of any member of any group leasing or utilizing the facility, their guests, invitees or performers.

Reservations

The amphitheater is available for reservations seven [7] days a week from 10:00 am to 9:00 pm, except in the months of cold weather, especially January, February and March.

- 1 Reservations are required for the amphitheater.
- 2 All reservations are subject to amphitheater and park availability, on a first come, first serve basis
- 3 Groups/organizations wishing to reserve the amphitheater must complete the required application form.
- 4 Applications for reservations will be accepted up to 12 months in advance of the event or program date.
- 5 Reservation times must reflect the group's set up and cleanup time.
- 6 The proper certificate of insurance and fees [rental fee and security deposit] must be submitted at the time of application. Fees may be paid in the form of cash or check made payable to Old Fort Steuben Project, Inc. All fees will be returned for reservations that are denied.
- 7 Reservations must be applied for at least 30 days in advance of the potential event or program.

- 8 Application does not guarantee approval of amphitheater requests.
- 9 Once an application has been submitted, Fort Steuben will then approve or deny the application. Groups will be notified of approval or denial by fax, phone, or e-mail within seven [7] business days.
- 10 Reservations must be applied for by a member of the interested organization who is 21 years of age or older. This individual will be the person authorized to make changes to the reservation and will also serve as the primary contact for Fort Steuben.
- 11 Groups must vacate the amphitheater by the time specified on the application.
- 12 Groups may not assign their reservation to another group.
- 13 Groups who would like to cancel their reservation must notify Fort Steuben as soon as possible. Cancellation notices shall be in writing and cannot be rescinded later. Telephone cancellations will be accepted in cases of last minute emergencies. If a cancellation is made no later than thirty [30] days before the event, the group will be reimbursed all fees. If it is made within 10 days of the event, 50% of the fees will be reimbursed. If the amphitheater is not used and a cancellation notice is not given Fort Steuben, the group will forfeit 100% of the rental fee and/or future use of the amphitheater may be suspended.
- 14 Fort Steuben reserves the right to preempt or cancel events or programs if an emergency arises. If this occurs, reasonable effort will be made to contact the group promptly [via phone or e-mail] and reschedule the reservation. If this is not possible, the group will be notified and the fees refunded.
- 15 Groups that violate policies, fail to properly clean up their site, cause damage to facilities, are larger than arranged for, or are misleading in their application are subject to the loss of their security deposit and/or future rental privileges.
- 16 Fort Steuben will **not** provide tables, trashcans, or other items in addition to what is already present at the site. It is the responsibility of the renter to verify the available facilities and provide supplemental items on their own.

Fees

Rental fees are charged to assist with custodial and maintenance services. The rental fee and security deposit and insurance certificate are due and payable to the Old Fort Steuben Project, Inc. on the day of application.

- Amphitheater Rental

Less than 2 hours	\$250.00 per event
2 - 5 hours	\$1,000.00 per event
- Security Deposit

Less than 2 hours	\$150.00 per event
More than 2 hours	\$250.00 per event

Security deposits will be returned within 21 days after a satisfactory inspection of the facility by Fort Steuben.

The Old Fort Steuben Project, Inc. reserves the right to waive fees that are in its best interests.

All fees and policies are subject to review and change.

Berkman Amphitheater Reservation Application

To request a reservation for the amphitheater, please complete and submit the form below with a security deposit to Berkman Amphitheater/ Fort Steuben Park, 120 South 3rd Street, Steubenville, OH 43952. It is advisable to keep a copy of this form for yourself. **Submitting this form does not guarantee approval.**

Group/contact information

Group/Event Name: _____ Type of Organization: _____

Event Coordinator Contact Name: _____

Address: _____ City: _____ Zip: _____

Daytime Phone Number: _____ Evening Phone Number: _____

E-Mail Address: _____

Event Information

Brief description of the nature of event/program: _____

Day and Date Requested: _____

Event/Program Times – Start: _____ Finish: _____

*When requesting a reservation, please **be sure to include adequate time for set up and cleaning***

Total estimated attendance: _____ Number of Children: _____ Number of Adults: _____

Please circle the applicable answers:

Will a sound system be used? Yes No

Will power be needed? Yes No

Insurance certificate attached? _____ Name of Security Agency: _____

Fees

The required certificate of insurance and the following fees are due at the time of application:

Security Deposit \$ _____ = Amount Due & Enclosed \$ _____

Amount due on day of event \$ _____

Acceptance of Contract

By completing this application, the applicant agrees that they have read and will abide by Berkman Amphitheater Policy and to indemnify, hold harmless, and defend Berkman Amphitheater/ Old Fort Steuben Project, Inc. from and against any personal injuries and/or loss of personal property sustained by the applicant's attendees arising out of the facility used and applied for under the Berkman Amphitheater Policy.

Signature: _____ Date: _____

For office use only:

Approved or denied/Date: _____ Date group notified of approval/denial: _____

Date application, fees, & insurance certificate received: _____ Amount: _____

Date deposit returned/ charged: _____ Amount: _____