

**RENTAL AGREEMENT FOR
MARSHALL COUNTY MOBILE BAND SHELL**

www.marshallcountytia.gov

Reservations: All requests to rent the Mobile Band Shell must be received at least thirty (30) days prior to the event. Reservations are not taken unless accompanied by a completed agreement. **Payment is required with the agreement before the Board will consider the rental agreement at their Meeting.** All events staged on the Courthouse grounds must end no later than 10:00 pm unless otherwise authorized by the Board of Supervisors.

Name of Organization/Individual Renting:	Name or Purpose of Event:
Location of Event, submit site drawing with agreement:	
Set Up Date:	Take Down Date:
Set Up Time:	Take Down Time:
Primary Contact Name	Primary Contact Day Phone:
Primary Contact Street Address:	Primary Contact City:
Primary Contact Email:	
Secondary Contact Name:	Secondary Contact Day Phone:
Secondary Contact Email:	

Insurance: All renters are required to submit to the Board of Supervisors, not less than 30 days prior to their event, a **Certificate of Insurance** listing Marshall County as an “Additional Named Insured”. **Minimum coverage must be \$1,000,000 per occurrence, general liability insurance.** Renters are not allowed to move the Band Shell without prior permission of the Board of Supervisors. If such permission is granted, the renter(s) will be subject to additional insurance requirements. The agreement may be voided if the Certificate is not timely filed. For questions regarding the agreement for the Mobile Band Shell contact the Board of Supervisor’s Office at: (641) 754-6330, or by email bos@marshallcountytia.gov

Rental Fees Include (Any Location in Marshall County)	Total Charges	
Basic Staging Unit (32’ x 14’ total stage area)—Includes mobilization, set up, tear down of basic stage, and attendance by co. attendant.	\$450.00	\$

Any variation from above fee schedule is subject to additional fees.

Non-County Rentals: The Marshall County Band Shell is for rent only within Marshall County.

Cancellation: Ten (10) days prior notice is required to receive a full refund. If the event is cancelled due to inclement weather, the rental fee is forfeited unless cancellation was obtained 24 hours prior to the event.

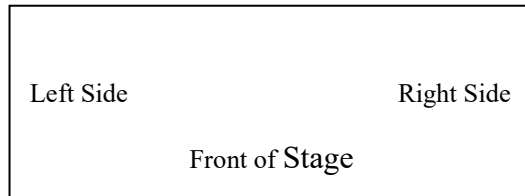
Electrical: If electrical or lighting is used, the stage requires 220 volt, 50 amp service if full lighting is used, or 110 volt, 30 amp service for minimum lighting and receptacle use. Special twist lock plugs are needed for both service cords. Contact County Buildings & Grounds Dept. (641-754-6383)

Water: If water usage is requested it can be made available by prior arrangements.

Restrooms: No building access. Restrooms are not available for security reasons. Locations are available on courthouse grounds for port-a-potties, at the event's expense.

Location: Submit site drawing with agreement, including the exact location that staging is to be placed (include direction to face). Location must be approved by Marshall County authorities due to possible space limitations and/or uneven terrain:

Stair Placement



Damage: Any damage to the staging, or equipment used with the staging will be repaired, or replaced at the expense of the organization renting the Mobile Band Shell. Damage caused by the negligence or misuse by performers, or unsupervised audience members will be the responsibility of the sponsoring organization rather than the individuals involved. Nothing may be attached, or affixed in any manner to the staging or the Mobile Band Shell without prior permission.

Lessee agrees to indemnify and forever hold harmless Marshall County, its officials and employees, from and against any and all claims, suits, actions, damages and/or causes of action brought by any person, corporation, or other entity arising out of the possession and use of the Mobile Band Shell during the term of this lease, for any personal injury, loss of life and/or property damage, and from and against all costs, expenses and liability incurred, or order or judgment entered, as a result of any such claim, the investigation thereof or the defense of any action including attorney's fees.

Signatures:

Board of Supervisors, Chair

Date

Please note: The band shell is intended for use by organizations and individuals within the Marshall County area. Those communities contributing to the purchase of the band shell shall have a permanent reservation for their yearly community celebration, but are subject to the fee schedule in effect. Use of the band shell by other groups shall be approved on a case by case basis. Charges for band shell rental fees are subject to change each year. Phone reservations are not accepted.

For office use only:

Date Fee paid:	Receipt Number:
Amount paid:	Check received from:
Date Approved by Supervisors:	Rev #0001-4-08-91000-612000



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/05/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. St. Louis MO Office 4220 Duncan Avenue Suite 401 St Louis MO 63110 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Emerson Electric Co. and any and all Subsidiary Companies 8000 West Florissant Avenue PO Box 4100 St Louis MO 63136 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Old Republic Insurance Company		24147
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 570094830374 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY31345622	07/01/2022	07/01/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG Excluded
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 313455-22	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			MWC31345422	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 General Liability - Claims arising out of Products/Completed Operations are excluded. Claims Administered by Emerson Electric Co.
 Automobile Liability - Auto Physical Damage is self insured for Comprehensive and collision with NIL Deductible. Administered by Broadspire.
 Fisher Controls International LLC is a subsidiary of Emerson Electric Co.

CERTIFICATE HOLDER	CANCELLATION
Marshall County Iowa 1 East Main Marshalltown IA 50158 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>

Holder Identifier : 2022

570094830374

Certificate No :

