



OMAHA MOBILE STAGE

a project of

**Partners  
for Livable  
OMAHA**

## Omaha Mobile Stage Truck Rental and Use Agreement

updated Oct. 3, 2022

This agreement is hereby made between Partners for Livable Omaha and

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Sponsoring Organization/Renter (the “Renter”), for the rental and use of the Omaha Mobile Stage truck (the “Stage”).

### 1. Reservation and Rental Checklist.

#### a. Reservation requirements:

- i. Upon submission of this Rental and Use Agreement (“Agreement”), Renter shall pay Partners for a Livable Omaha a Damage/Security Deposit of \$300.00 payable by check to: Partners for Livable Omaha, 5636 Miami St, Omaha, NE 68104. Questions: contact Jessica Scheuerman at 402-980-0427, [jscheuerman@livable.org](mailto:jscheuerman@livable.org); and
- ii. In order to hold the event date, Renter shall turn in this completed Agreement to Partners for a Livable Omaha for approval.

#### b. Renter shall submit the following at least two (2) weeks prior to the event date:

- i. Signed rental agreement
- ii. If event is located on public property
  1. A copy of a city permit
- iii. If event is located on private property not owned or leased by Renter
  1. A copy of permission to use premises letter from property owner
- iv. Certificate of Insurance for the event, The policy shall expressly include Partners for Livable Omaha and Omaha Public Schools Foundation as "Additional Insured" parties. Coverage shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds whether other available coverage be primary, contributing or excess. Insurance requirements are further detailed below. The following coverages must be included on the Certificate of Insurance:
  - General liability insurance with a minimum of \$1,000,000 per person and \$2,000,000 per occurrence
  - Worker’s compensation insurance with minimum limits of \$1,000,000.

### 2. Equipment, Electricity and Signage.

- a. **Equipment.** Because the Stage’s sound and light systems are under construction at the time of this agreement, Partners for Livable Omaha cannot guarantee any specifics regarding the Stage’s

equipment. Renter shall plan accordingly to provide its own sound and lighting equipment. As the sound and light systems progress, Partners for a Livable Omaha shall provide an update to the Renter.

- b. **Electricity.** Because the Stage's electrical system is under construction at the time of this agreement, Partners for Livable Omaha cannot guarantee any specifics regarding the Stage's electrical system. Renter shall plan accordingly to provide its own electricity. Renter shall only use commercial grade electrical cords for items placed on or connected to the stage. As the electrical system progresses, a Partners for a Livable Omaha shall provide an update to the Renter.
- c. **Signage and Banners.** Renter shall use only temporary signage over the white panels of the Stage doors. Renter may not cover the permanent signage on the stage doors. Renter shall use no other signage, set dressings, artwork or hanging banners without written permission from Partners for Livable Omaha. To request a template for signage, contact [oms@livable.org](mailto:oms@livable.org).

### 3. Rental Fee, Damage Charges and Late Fees.

- a. **Rental Fee.** Renter shall pay Partners for a Livable Omaha a rental fee, as calculated on Exhibit B upon performance date.
- b. **Damage Charges.** Following a closing inspection, Partners for a Livable Omaha shall determine all damage charges which may include, but are not limited to:
  - i. Cleaning of Stage floor (due to scuff marks, dirt, sand, spills, etc.) for \$50.00 minimum
  - ii. Cleaning of the interior Stage doors or walls (due to dents, scuff marks, dirt, tape residue, etc.) for \$50.00 minimum
  - iii. Damage to the Stage's mechanical or electrical systems for \$200.00 minimum
- c. **Late Fees.** Following a closing inspection, Partners for a Livable Omaha shall determine all late fees which may include, but are not limited to:
  - i. For every fifteen (15) minutes past the "closing and inspection time" listed on Exhibit A of this Agreement which Partners for Livable Omaha cannot conduct an inspection, a \$100 late fee will be assessed. In order to conduct an inspection, the Stage must be cleaned, free of materials, and capable of being closed.

### 4. Branding and Promotion.

- a. **Branding Awareness.** Because building awareness for the "Omaha Mobile Stage" brand is a priority for Partners for Livable Omaha, Renter shall, in all event promotion:
  - i. refer to the Stage as either the "Omaha Mobile Stage" or "OMS"
  - ii. Link to OMS online resources when appropriate, such as [www.omahamobilestage.org](http://www.omahamobilestage.org) and @omahamobilestage or #omahamobilestage on Instagram and Facebook.
- b. **Rental Fee Discounts.** If Renter has received a discounted rental rate for the event described herein, Renter shall include Partners for Livable Omaha as either a community partner or sponsor for this event. If the event includes printed or virtual marketing materials (such as posts, posters, flyers, online invitations, etc.), Renter shall recognize Partners for Livable Omaha alongside the event's other supporting organizations.

### 5. Rules, Policies, and Procedures.

- a. **General.**
  - i. Rentals are on a first come first serve basis and can be made up to one year in advance. Rental locations must be within the Omaha city limits. Requests for locations outside city limits shall be approved at the discretion of Partners for Livable Omaha's executive director.





for by any of the insurance policies required to be maintained under this Agreement. In the event of loss, Renter shall promptly pay the deductible amount or the applicable portion thereof to the insurance carrier. Notwithstanding anything to the contrary contained in this Agreement, the fact that a loss may not be covered by insurance provided by Renter under this Agreement, or, if covered, is subject to deductibles, conditions or limitations shall not affect Renter's liability for any loss. Should Renter fail to procure or pay the cost of maintaining in force the insurance specified herein, or to provide Partners for Livable Omaha upon request with satisfactory evidence of the insurance, Partners for Livable Omaha may, but shall not be obliged to, procure the insurance and Renter shall reimburse Partners for Livable Omaha on demand for its costs. Lapse or cancellation of the required insurance shall be deemed to be an immediate and automatic default of this Agreement.

## **7. Cancellations.**

- a. Weather.** If cancellation of the rental is necessary due to inclement weather, Partners for Livable Omaha shall issue a full refund of any deposit or rental fees paid within two (2) weeks following the event date.
- b. Safety.** Partners for Livable Omaha reserves the right to cancel this agreement at any time prior to the event should the stage experience any mechanical or electrical failures, or be deemed unsafe for use. Partners for Livable Omaha also reserves the right to cancel this agreement should the anticipated event capacity exceed the Renter's ability to provide public safety measures, including any capacity limitations due to COVID-19 restrictions, and event security. In the event of a cancellation by Partners for Livable Omaha, the Renter will receive a full refund of any deposit or rental fees paid within two (2) weeks of the cancellation.
- c. Cancellation by Renter.** For cancellations made by the Renter prior to fifteen (15) days of the event date, Partners for Livable Omaha shall issue a refund check for the full amount of any deposit or rental fees paid within two (2) weeks following the cancellation. Rental deposit will be forfeited if the Renter cancels the reservation within fourteen (14) days of the event date. For cancellations within thirteen (13) days of the event date, Renter forfeits the entire rental amount including deposit and rental fee.

## **8. Indemnification.**

- a.** To the fullest extent permitted by Law, the Renter, its representatives, users and participants shall indemnify and hold harmless Partners for Livable Omaha and Omaha Public Schools Foundation, their agents, officers and employees, their successors and assigns, individually or collectively, from and against all liability and to waive any and all claims, rights, damages or cause of action of any nature whatsoever that the Renter, its representatives, users and participants may have arising from the rental and use of the Omaha Mobile Stage. This includes, but is not limited to, attorney's fees arising out of or resulting from the rental of the Omaha Mobile Stage, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefore, and (2) is caused in whole or in part by any negligent act or omission of the Renter, anyone directly or indirectly employed by the Renter, or anyone for whose acts the Renter may be liable.

This agreement confirms the terms and conditions to which you, the Renter, agree to rent the Omaha Mobile Stage provided by Partners for Livable Omaha.

I have read, understand and agree to each of the foregoing terms and conditions of this Rental Agreement. I further agree that Renter, its representatives, users and its participants will obey and adhere to the rules, policies and procedures for rental use, hereinabove.

Renter Representative's Signature

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Date \_\_\_\_\_

Partners for Livable Omaha Executive Director

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Date \_\_\_\_\_

**EXHIBIT A.**

**1. Renter Information**

Organization Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

Representative's Name \_\_\_\_\_

Representative's Cell \_\_\_\_\_

Representative's Email \_\_\_\_\_

On-Site Representative Name and Cell (must be present at delivery and pick up)

\_\_\_\_\_

**2. Location and Event Details**

Event Name \_\_\_\_\_

Date \_\_\_\_\_

Event start & end time (when do performance activities start/end) \_\_\_\_\_

Stage delivery & opening inspection time \_\_\_\_\_

Stage closing inspection time (additional fees for after 9 pm) \_\_\_\_\_

Will your rental require additional days? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, provide dates, set up & closing times for additional days

\_\_\_\_\_

**Stage placement location.** *Attach a map or photo if necessary. Location must be a hard and flat surface.*

Address and description of site and access points

\_\_\_\_\_

\_\_\_\_\_

Estimated Audience Size \_\_\_\_\_

Will your event have paid security? Yes \_\_\_\_\_ No \_\_\_\_\_

*Note: The Renter accepts full responsibility for event and location security.*

Will Renter have signage, banners or artwork? Yes \_\_\_\_\_ No \_\_\_\_\_

## EXHIBIT B.

Please use the below worksheet to estimate your fee.

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Rental Fee Estimate \$ \_\_\_\_\_

### Deposit

- Refundable Damage deposit: \$300 (required to reserve a date)

### Rental fees\* (Items in this section are subject to 7% sales tax)

- OMS truck stage rental fee (does not include sound or stage front light equipment): \$500/day + \$35 sales tax/day for nonprofit; \$1,000/day + \$70 sales tax/day for local government; \$2,000/day + \$140 sales tax/day for corporate renters
- OMS sound and light equipment rental fee (to request a list of available equipment, email oms@livable.org): \$200/hour + \$14 sales tax/hour
- Extended rental time fee (final pick up after 9 p.m. or next day): \$100 + \$7 sales tax
- Delivery & pick up fee: \$200/day + \$14 sales tax/day

### Stagehand Labor (not subject to sales tax)

- Basic set up & take down labor: \$200/day
- Sound Engineer labor (required on all OMS equipment rentals): \$50/hour/engineer
- Additional stagehand labor: \$50/hour/stagehand

\*taxable fees

*Example 1: Rental fee for a 1-day event (no equipment rental) - nonprofit rate*

**Total: \$1,249**

1. Refundable Damage deposit: \$300
2. OMS truck stage rental fee\*: \$535 - *nonprofit rate*
3. Delivery & pick up fee\*: \$214
4. Basic set up & take down labor: \$200

*Example 2: Rental fee for a 1-day event (with 5-hour equipment rental) - nonprofit rate*

**Total: \$2,569**

1. Refundable Damage deposit: \$300
2. OMS truck stage rental fee\*: \$535 - *nonprofit rate*
3. Delivery & pick up fee\*: \$214
4. Basic set up & take down labor: \$200
5. OMS sound and light equipment rental fee\*: (\$200 x 5 hours + tax): \$1,070
6. Sound Engineer labor (\$50 x 5 hours): \$250