

<b>Subject: Special Event Park Use Policy, Contract and Agreement</b>		<b>Number:</b>
		<b>Effective: 1/1/2007</b>
<b>Approved:</b>	<b>Department:</b> Park and Recreation	<b>Page 1 of 5</b>
	<b>Division:</b> Parks	<b>Reviewed:</b>

**Purpose:** To make certain that large scale park events, activities, and organized leagues are managed in fairness to the City of Tiffin, participants, bystanders, spectators, and users of the event, the general public, and the sponsor(s) of the event, activity and/or league.

**I. Policy and Practice**

Special Events, Activities, and Leagues held in the park that are sponsored by a group or groups of people

- 1.1 Each person, group, organization, or entity (“Licensee”) wishing to conduct a major special event or athletic event as defined by the Park & Recreation Department shall request written permission to use a park for benefit of an individual, group, or organization, rather than the public at large and that require some degree of management from the Tiffin Park & Recreation Department in order to protect park resources and the public interest. Some examples of special events that require permission are:
  - Sporting Events
  - Public Spectator and/or Participation Attractions
  - Festivals
  - Concerts
  - Ceremonies: Weddings, Reunions, Etc.
- 1.2 Licensee shall at its expense provide public liability insurance for the special event, activity, or League with minimum limits of \$1,000,000.00 per person occurrence and \$100,000.00 total occurrence for property damage. Any such policy shall name the City of Tiffin, its employees and volunteers as additional insured’s and shall provide that it may not be modified or terminated without at least ten days’ notice by certified mail to the City of Tiffin, Attn: City Administrator, 51 E. Market Street, Tiffin, Ohio 44883.
- 1.3 If Licensee conducts a special event, activity, or organizes a structured league in Tiffin’s parks, then that group should have privileges to sell concessions at the event in the park. However, the City Administrator and Park Director will have ultimate authority on who is also allowed or not allowed to conduct vending activity within City of Tiffin Park Property.
- 1.4 The special event, activity, or league must not raise public safety concerns and/or pose a hazard to public safety.
- 1.5 The special event, activity, or league must support the Tiffin Park & Recreation Mission.

- 1.5.1 Mission: To provide the people of Tiffin with full and equitable access to local parks, and trails, recreational programs and leisure opportunities that enhances the quality of life in our community.
- 1.6 Licensee shall comply with any and all applicable city, state and federal laws and regulations and obtain all necessary permits. It is the sole responsibility of Licensee to obtain such permits.
  - 1.7 Licensee shall comply with the Americans with Disabilities Act and shall not discriminate on the basis of disabilities for any activity organized in city parks and shall provide all necessary accommodations required by law.
  - 1.8 Licensee shall accept total responsibility for; supervision of the event, security at the event, the conduct of all persons and event staff, and damages that may result to park property incidental to the event.
  - 1.9 Licensee will hold harmless and indemnify The Park & Recreation Department and the City of Tiffin from and against any claims or damages to persons or property, including attorney's fees and court costs, resulting from its use of the property.
  - 1.10 Falsification of any portion of information submitted to the Tiffin Park & Recreation Department is considered grounds for future denials of special event permits in addition to termination of the permit.
  - 1.11 The Tiffin Park & Recreation Department and/or City Administrator reserve the right to change the terms & conditions of this policy at any time.
  - 1.12 Tiffin Park & Recreation personnel shall have access at any and all times to all areas of events within the Tiffin City Parks.
  - 1.13 Early event set up should be completed in a timely fashion.
  - 1.14 Event set-up dates and time must be accurately indicated to the Park & Recreation Department.
  - 1.15 The size, location and number of tents and equipment are subject to the approval of the City of Tiffin and Park & Recreation Department.
  - 1.16 Event breakdown must begin immediately following the termination of event activity. It should be totally completed by noon the day following the termination of the event, or sooner unless otherwise previously arranged with the Tiffin Park & Recreation Department.
  - 1.17 Licensee must remove any signs or promotional materials left up or erected on park property once the event concludes.
  - 1.18 Licensee must not erect any signs that damage any of the property of the park or displays undesirable images or text that is offensive or perceived offensive to the public.
  - 1.19 Licensee agrees to restore the event area to its original state by noon the day following the termination of the event, or sooner, including but not limited to the removal of all equipment, tents, personal property, trash and debris. In the event Licensee fails to comply with this section, The Tiffin Park & Recreation Department and/or City of Tiffin Public Works Department shall undertake the

cleanup activities and Licensee shall be charged \$150.00 per person-hour.

- 1.20 All promotion material must include a name and telephone number for public information other than the Tiffin Park & Recreation Department.
- 1.21 Tiffin Park & Recreation staff must be notified immediately of any changes to programming so that changes to the web site listing may be changed accordingly.
- 1.22 Licensee is solely responsible for clean up of event venue & all perimeter corridors affected by public attending the event. In short, "Anything that you & your guests bring, take with you." All sidewalks, streets, recreational trails, parking lots, bathrooms, & surrounding park areas clearly affected by your event must be returned to their original condition.
- 1.23 Licensee will be supplied with an ample number of special event trash containers. Licensees are responsible for their own liners (garbage bags).
- 1.24 Licensee must distribute the special event trash containers throughout the entire event area.
- 1.25 Trash containers must be emptied, as needed, during the event to ensure adequate space for trash disposal and encourage use of containers.
- 1.26 At the end of each day of an event, the Licensee must arrange for a clean-up operation that will collect the trash on the site.
- 1.27 Licensee is responsible for emptying and replacing the liners of the permanent trash containers inside their event space. Again, "Anything that you & your guests bring, take with you."
- 1.28 Major event must arrange to have a dumpster service available at the park. Tiffin Park & Recreation reserves the right to require this of all other permit holders, as needed. Tiffin Park & Recreation staff will advise on the location of the dumpster.
- 1.29 Any restrooms utilized by the licensee are considered leased space and licensee is responsible for the maintenance, care & cleaning of each unit both during and immediately following the event, (this includes stocking toilet paper and paper towels).
- 1.30 Any fencing, or matting utilized by Licensee should be returned in its original condition.
- 1.31 Any grass & turf removal or damage shall be repaired, replaced and re-seeded
- 1.32 Holes in the ground caused by the special event will be filled and graded, aerated and reseeded to its original state.
- 1.33 Electrical service is available in certain areas.
- 1.34 A licensed electrician may be required to perform certain electrical hookups in the park. There are some electrical services that require hardwiring.

- 1.35 Licensee is solely responsible for all equipment and amenities utilized by event staff, vendors and patrons; this includes but is not limited to any water, sewage or electrical caps, temporary fencing & fence posts.
- 1.36 Facility capacities and infrastructure amenities listed are approximations and cannot be guaranteed.
- 1.37 The following activities are prohibited in Tiffin's Parks.
  - 1.37.1 Transportation, release or manufacture of hazardous materials or substances.
  - 1.37.2 Creation of a nuisance or hazard to public health and safety.
  - 1.37.3 Permitting, promoting or performing illegal or immoral acts.
  - 1.37.4 The use and distribution of silly string, confetti, glitter, rice, birdseed and all types of stickers, spray-paint, colored hairspray or any other items determined by the Tiffin Park & Recreation Department.
  - 1.37.5 Use and distribution of glass containers are prohibited in the parks.
  - 1.37.6 Camping and/or sleeping overnight in the Parks unless authorized by the Director of Park & Recreation or City Administrator.
- 1.38 All members of the Licensee's staff must be identifiable as such to the public at all times during large events. The Tiffin Park & Recreation Department must be able to contact at least one member of Licensee's staff at all times during the event.
- 1.39 All members of the event staff must adhere to a respectable code of conduct with regard to the public, city employees and among internal event staff at all times during the event.
- 1.40 Licensee must have a running checklist of emergency numbers for all support services offered to the event at all times.
- 1.41 Standby EMS is required for all large events.
- 1.42 A designated command center for security and EMS, with a first aid station is required for all events expecting attendance of over 3,000 persons. The first aid station should be adequately staffed at all hours of event operation in accordance with the Tiffin Fire and EMS.
- 1.43 The event promoter / producer are required to ensure that a communication system is established between EMS, security and event administration, and Tiffin Park & Recreation at all times during a large special event in the City Parks.
- 1.44 Special event signage is required to indicate that weapons are not allowed inside the park.
- 1.45 Prohibiting pets from entering a controlled special event area is a decision of the event promoter/ producer. Any animals in the park system are subject to the appropriate leash, control or cleanup laws. No wild or dangerous animals permitted.

- 1.46 Prohibiting bikes, roller blades and skateboards from entering a controlled special event area is a decision of the event promoter/producer.
- 1.47 Licensee must provide emergency access lanes throughout a large event area.
- 1.48 Parking or driving on paved walkways surrounding the park is strictly prohibited.
- 1.49 Damages resulting from parking negligence by event producer or attendees become the responsibility of the Licensee to see that is repaired and restored to the satisfaction of the Park Director and/or City Administrator. If the Licensee does not repair damages to the ground, they will be charged for repairs made to the grounds and it will be considered grounds for future denials of special event use or activity in any of the City of Tiffin Parks.
- 1.50 Inappropriate behavior of any kind such as, violence, vulgarity, sexually explicit behavior and/or abuse, and harassment of any kind, or any type of criminal activity may result in termination of this agreement and be grounds for future denials of special event or activity in any of the City of Tiffin Parks.
- 1.51 Use of lower drive area of Hedges-Boyer Park is restricted the 3<sup>rd</sup> week in September during the Heritage Festival.
- 1.52 Use of entire area of Hedges-Boyer Park is restricted the 2<sup>nd</sup> Saturday in September during the annual cross country carnival.
- 1.53 Fees for use of Hedges-Boyer Park include:
  - 1.53.1 All Day Use of the Park: \$250
    - 1.53.1.1 This is the cost of six shelters and barn use from the single event taking up time at any point from 11:00 AM and 11:00 PM.
  - 1.53.2 Partial Day Use in the Park \$125
    - 1.53.2.1 This is the cost of six shelters and barn use from anytime between 11:00 AM and 4:00 PM or 4:00 PM and 11:00 PM
- 1.54 If event is not large enough to restrict use of all the shelters or barn, then fees will be lowered for each shelter not affected.

Special Considerations:

- 1.55 The parties, be execution hereof do hereby mutually and severally guarantee terms, conditions and payments of this Agreement. Any and all change, modifications, corrections or additions to this policy, agreement/contract, shall be attached as Exhibit "A". This document shall be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns. IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year agreement is signed by involved parties.

\_\_\_\_\_  
Licensee Signature                      Date

\_\_\_\_\_  
City Administrator                      Date