

WATERFRONT DEVELOPMENT CORPORATION
129 RIVER ROAD
LOUISVILLE, KY 40202
TEL. (502)574-3768 FAX. (502) 574-4111



Belvedere Users Policy Packet

Checklist

- Belvedere Special Event Permit Application & Signed Agreement**
- Metro Special Event Permit Application**
- Copy of COVID-19 Plan**
- Certificate of Insurance**
- Event Layout/Site Map**
- Load In/Load Out Schedule**
- Calendar Listing Form**



**Belvedere
Special Event Permit Application**

APPLICANT INFORMATION

Individual /Organization: _____

Contact Name: _____

Address: _____ City/State/Zip: _____

Phone Number: _____ Fax Number: _____

Mobile Phone Number During Event: _____ Email: _____

Website: _____

SECURITY DEPOSIT REFUND PAYABLE TO:

SAME AS ABOVE ADDRESS? YES / NO IF NO, PLEASE FILL OUT THE FOLLOWING INFORMATION:

Name: _____

Attention to: _____

Address: _____

City/State/Zip: _____

EVENT INFORMATION

Permits are issued on a first come, first, served basis. If your event is approved, a reservation deposit will be due 2 weeks upon receiving an invoice from WDC. Waterfront Development Corporation reserves the right to reject any applications or disallow any permit at its sole discretion.

1. TYPE OF EVENT:

- | | | |
|--|--|---|
| <input type="checkbox"/> Wedding | <input type="checkbox"/> Concert | <input type="checkbox"/> Charity – Walk/Run |
| <input type="checkbox"/> Reception | <input type="checkbox"/> Festival | <input type="checkbox"/> Athletic Competition |
| <input type="checkbox"/> Wedding/Reception | <input type="checkbox"/> Family Reunion/Picnic | <input type="checkbox"/> Other: _____ |

2. PROPOSED NAME OF EVENT: _____

3. HAS THIS EVENT BEEN HELD PREVIOUSLY? YES / NO

- If **YES**, please list venue, venue contact, date, and phone.

Venue: _____

Date: _____

Venue Contact: _____

Phone: _____



**Belvedere
Special Event Permit Application**

4. PROPOSED DATE AND TIME OF EVENT: *If event reflects additional days other than the event date, there will be a user fee charge at a discounted rate for use of the venue for load in and load out.*

OPERATING TIMES DAY OF THE EVENT: _____

	START DATE	START TIME	END DATE	END TIME
SET UP	_____	_____	_____	_____
EVENT	_____	_____	_____	_____
TAKE DOWN	_____	_____	_____	_____

5. IS YOUR ORGANIZATION NON-PROFIT AND/OR TAX EXEMPT? YES / NO

- If YES, please attach a current verification of non-profit status with current board of director’s roster.

6. IS YOUR ORGANIZATION TAX EXEMPT? YES/NO

- If YES, please attach a purchase exemption certificate that includes your tax-exempt number.

7. ESTIMATED EVENT ATTENDANCE PER DAY: _____

8. AREA(S) OF THE BELVEDERE (PLEASE CHECK ALL THAT APPLY):

- East Plaza
- West Plaza
- Overlook
- Entire Belvedere

9. EVENT ATTRACTIONS: Describe the activities and entertainment involved in your event in detail: (attach a separate sheet for additional information if needed):

10. ELECTRICITY: Will your event require the use of electricity? **YES / NO**

If YES, please provide your specific electrical needs – amperage, voltage, and exact location. (ex: number of 110 outlets, 50 amp service for sound, 20 amp service for beer trailer etc.). Please provide a list of who/what needs to be plugged in at your event:

	WHO/WHAT	AMPERAGE	LOCATION
1.	_____	_____	_____
2.	_____	_____	_____

***If YES, then Louisville Metro Electrical Maintenance services is required to assist you for an additional fee. Please request their assistance on the Louisville Metro Permit Application (separate application).**



**Belvedere
Special Event Permit Application**

11. TENTS: Will a tent(s) be erected at your event? **YES / NO**

Note: There is NO staking on the Belvedere.

If **YES**, please let us know the size of tent(s) and how it will be secured (ex: water barrels, sandbags, cinder blocks). Please show the location of the tents on a map layout to scale. Scaled drawings are located on the website.

Frame or Pole Tents: _____ Secured with: _____

How many tents: _____ (please show on map location of each tent)

Rental Company _____ Contact person/ Phone Number _____

***You may be required to complete a tent permit application through Louisville Metro Codes & Regulations.**

Will your event include one of the tent requirements below?

- **A structure 400 sq. ft. or larger with closed sides**
- **A structure 700 sq. ft. or larger with open**

12. WATER: Will you need water and/or sewage hookups? **YES / NO**

(Water and sewage are available in fixed locations. Event producer will provide own hose(s) and water key)

If **YES**, please provide specific request and the amount needed:

13. CLEAN – UP: Organization/individual responsible for clean-up of the event (volunteers or company):

Company/Volunteer: _____ Contact: _____

***Cardboard boxes, trash bags, or dumpsters can be provided by Solid Waste Management Services for an additional fee. Please request their assistance on the Louisville Metro Permit Application (separate application).**

14. PORTABLE TOILETS: Will you be providing portable toilets on-site for this event? **YES / NO**

(Please note that Waterfront Development Corporation may require the event to rent portable toilets depending on projected event attendance. Waterfront Development Corporation must approve location of portable toilets)

If **YES**, please indicate the number of units: _____ Company: _____

15. MEDICAL SERVICES: Have you made provisions for onsite medical services? **YES / NO**



Belvedere
Special Event Permit Application

16. SECURITY: Have you made provisions for onsite security? **YES / NO**

If **YES**, please indicate company, contact, and phone number:

Company: _____

Contact: _____ Phone Number: _____

17. TICKETING: Is a registration, ticket/admission, fee required to attend/participate in the event? **YES / NO**

If **YES**, please explain the type of fee, amount and purpose of fee, and collection method. Also, indicate on the map gated areas for ticket/fee collection:

18. FENCING: Are you using any kind of fencing or partitions for your event? **YES / NO**

If **YES**, please explain what kind of fencing or partition will be used:

Service Provider: _____ Contact Information: _____

19. EQUIPMENT: Are you using special equipment for the load in of your event (Ex: Loaders, forklifts, golf carts, or gators)? **YES / NO**

If **YES**, please list what will be used, the quantity, and type of tires:

20. STREET CLOSINGS: Will any public street(s) need to be closed or blocked during event? **YES / NO**

- If an event requires a partial or full closure of streets located in the public right-of-way, the event producer is required to provide a traffic control plan.
- For approval, please make your request for desired street closures on the Louisville Metro Permit Application.
- Please provide the Waterfront Development Corporation with a list of road closures with corresponding times and a map of event area showing street closings.
- Event producers must notify affected businesses and residents of street closures



Belvedere
Special Event Permit Application

21. ALCOHOL: Will you be serving or selling alcohol at your event? Serving – **YES / NO** Selling – **YES / NO**

Alcoholic beverage concessionaire or caterer: _____

If YES, please visit the Metro Special Event Handbook for information on host liquor liability insurance requirements and temporary alcoholic beverage license guidelines.

22. FOOD & BEVERAGE: Will food and beverage be present at your event? **YES / NO**

If Yes, please provide details of your concession operation, including company and/or food trucks that will be present:

23. CARNIVAL RIDES/INFLATABLES: Does your event have carnival rides and/or inflatables? **YES / NO**

If YES, please provide WDC a Certificate of Insurance from the carnival ride or inflatable company stating Louisville Metro Government & Waterfront Development Corporation as additional insured.

24. CERTIFICATE OF INSURANCE: For any event that takes place at the Belvedere, please provide a certificate of insurance that has both Louisville Metro Government & Waterfront Development Corporation as additional insured. The following language is required:

"WDC and the Louisville/Jefferson County Metro Government, their elected and appointed officials, employees, agents and successors are added as an 'Additional Insured' as respects operations of the Named Insured under the License."

25. SOCIAL MEDIA: Does your event have any social media accounts? **YES / NO**

If YES, please list the organization/event account(s):

Facebook: _____

Instagram: _____

Twitter: _____



Belvedere
Special Event Permit Application

26. ADVERTISING: Describe the marketing plan for your event and include any print advertisements: _____

Witness below the signature of an authorized representative of the Applicant. Applicant acknowledges that if this Application is accepted by the Waterfront Development Corporation it constitutes a binding legal agreement between the Applicant and the Waterfront Development Corporation. Applicant acknowledges that he has read and reviewed the attached "Waterfront Park Use Guidelines for Rentals and Facility Specifications" and agrees that, if this Application is accepted by the Waterfront Development Corporation, the applicant shall comply with such Guidelines and ensure that its patrons, vendors, concessionaries, and exhibitors shall comply with such Guidelines.

APPLICANT: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

OFFICIAL USE ONLY

Date Received: _____

Received by: _____

Approved Taken: _____

Action Date: _____



Belvedere
Special Event Permit Application

VENDOR CONTACT LIST

- **Alcohol**
 - Company: _____
- **Carnival Rides + Inflatables:**
 - Company: _____
- **Clean Up:**
 - Company: _____
- **Electrical:**
 - Company: _____
- **Food + Beverage:**
 - Company: _____
- **Medical Service:**
 - Company: _____
- **Portolet Company:**
 - Company: _____
- **Security Detail:**
 - Company: _____
- **Stage/Production:**
 - Company: _____
- **Street Closures Detail:**
 - Company: _____
- **Tent Company:**
 - Company: _____



**Belvedere
Special Event Permit Application**

**WATERFRONT PARK CALENDAR
YOU MUST FILL OUT AND RETURN THIS FORM WITH YOUR APPLICATION IF YOU
WANT YOUR EVENT LISTED ON WATERFRONT'S WEBSITE CALENDAR**

Public Event Listing Information

Event Name _____

Event Date _____ Start Time _____ End Time _____

Location in Park _____

Contact name (Individual and/or Organization) _____

Phone # (REQUIRED) _____ Alternate Phone # _____

Email Address _____

Website _____

Event Description _____

Admission _____



Waterfront Park User Policy Guidelines and Agreement for Rentals & Facility Specifications Belvedere

I. APPLICATIONS & PERMIT GUIDELINES

- a. If an application is approved by Waterfront Development Corporation to conduct an event at the Belvedere, then the applicant will be a “Licensee” and will have the right to use assigned parts of the Belvedere (as determined in the sole discretion of Waterfront Development Corporation) under the terms of the application and these Policy guidelines. By signing the application and this document, you (if you are an individual applicant), or your entity (if you are signing on behalf of a company or other organization), agree to abide by all of the Policy Guidelines stated in this document.
- b. Each “Licensee” wishing to conduct an event, within the Belvedere shall, no less than 60 days prior to such event, submit a completed Waterfront Park Special Events Application.
- c. Permits are issued on a first-come, first-served basis. A date request is not considered without the signed application. Event date is confirmed upon receiving a reservation deposit of 50% of the User Fee plus the full amount of the Damage Deposit (the “Reservation Deposit”), due two weeks after Licensee receives a reservation worksheet (invoice). Waterfront Development Corporation reserves the right to reject any application or disallow any permit at its sole discretion.
- d. Licensee shall comply with any and all applicable Louisville Metro Government, state, and federal laws and regulations, including those related to COVID-19, and obtain all necessary permits. It is the sole responsibility of Licensee to obtain such permits. As a general rule, a Louisville Metro special event permits is required when any of the following apply: (i) event is anticipated to exceed 5,000 attendees; (ii) event involves road or river closures; (iii) event will include fireworks; (iv) event will include the sale or consumption of alcohol; or (v) the event requires the assistance of Louisville Metro electrical maintenance.
- e. Licensee shall comply with the Americans with Disabilities Act and shall not discriminate on the basis of disabilities or any other protected class for any activity organized on the Belvedere shall provide all necessary accommodations required by law.
- f. Licensee shall accept total responsibility for (1) supervision of the event, (2) security at the event, (3) the conduct of all persons and event staff and all of Licensee’s subcontractors, and (4) damages that may result to Belvedere property.
- g. The Licensee shall indemnify, hold harmless, and defend the Waterfront Development

Corporation and the Louisville Metro Government, their elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Licensee's (or Licensee's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission of the Waterfront Development Corporation and/or the Louisville/Jefferson County Metro Government their elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this License Agreement.

- h. Licensee assumes responsibility for the licensed premises from the first day of load in to the last day of load out.
- i. Falsification of any portion of information submitted to Waterfront Development Corporation is considered grounds for future denials of special event permits in addition to revocation of the permit.
- j. Waterfront Development Corporation reserves the right to change the terms & conditions of this policy at any time.
- k. Waterfront Development Corporation personnel shall have access at any and all times to all areas of events at the Belvedere.

II. **FEES, PAYMENTS, PERMITS, & INSURANCE REQUIREMENTS**

- a. Licensee shall submit the remaining balance of the User Fee no later than 60 days before the event.
- b. The method of payment must be by check, bank/cashier's check, money order, or credit card. Cash will not be accepted.
- c. If any payment is made by credit card, there is a credit card processing fee that will be deducted from the damage deposit.
- d. Not less than 60 days prior to the date of the Event, Licensee shall provide proof of insurance as provided in the attached **Exhibit A**.
- e. Failure to submit the required fees, insurance certificates, load in/load out schedule, scaled drawing, and other necessary permits within the time prescribed by this Policy will result in cancellation of the event, revocation of the event permit, and Licensee will forfeit any and all previously paid portions of the User Fee. In lieu of cancellation, WDC may, in its sole discretion, allow the event to continue upon the payment of a non-refundable late fee in the amount of \$250.
- f. Outstanding balances due for damages by licensee resulting from previous events or other fees are grounds for future denials of special event permits.
- g. There is a \$50 fee for a returned check.

III. **USER FEE DISCOUNTS**

- a. Daily rental fees for non-profit organizations are eligible to receive a 15% discount.
- b. All non-profit organizations must submit current verification of tax-exempt status and a current roster of the Board of Directors for the organization in order to receive a discount.
- c. Damage deposits, stage rental fees, electrical fees, equipment fees and restroom cleaning fees are not discounted.

IV. **CANCELLATIONS**

- a. If Licensee cancels the event for any reason, Licensee understands and agrees that it will forfeit and shall not be entitled to a refund of the User Fee, or any portion thereof. Upon cancellation, Licensee may submit to WDC a request for a refund of the damage deposit that has been paid by Licensee, which WDC will refund to Licensee less any amounts WDC deducts for costs associated with restoring or repairing any damage caused by Licensee’s use of the premises.

V. **SEVERE WEATHER CANCELLATIONS**

- a. If Licensee cancels the event due to hazardous weather conditions, Licensee shall forfeit and shall not be entitled to a refund of the User Fee, or any portion thereof. Upon cancellation, Licensee may submit to WDC a request for a refund of the damage deposit that has been paid by Licensee, which WDC will refund to Licensee less any amounts WDC deducts for costs associated with restoring or repairing any damage caused by Licensee’s use of the premises. Licensee shall be solely responsible for determining whether to cancel the event due to hazardous weather conditions. Waterfront Development Corporation takes no responsibility for determining whether hazardous weather conditions exist or whether the event should be cancelled, and Waterfront Development Corporation shall not be responsible for any damage to persons or property as a result of hazardous weather conditions. It is strongly recommended that Licensee obtain special event insurance to help cover any losses resulting from an unexpected event cancellation.

VI. **EVENT SET-UP**

- a. Early event set up should be completed in a timely fashion. All set up must be approved via the load in schedule.
- b. Event set-up dates and time must be accurately indicated on the application form.
- c. Applicant must submit a comprehensive load-in/load out schedule no less than fourteen (14) days prior to start date of event set-up.
- d. Event set-up must match the submitted event site-plan and correspond with the load-in schedule.
- e. Adhesives, tape, and paints of all kinds are not allowed in any part of the venue,

without prior approval.

VII. **EQUIPMENT/TENTS**

- a. The size, location, and number of tents are subject to the approval of Waterfront Development Corporation.
- b. Tents may not be staked on the Belvedere; alternative methods must be used.
- c. There are weight limits associated with using the Belvedere. Licensee shall review and adhere to the weight limit requirements that are outlined in **Exhibit B**.

VIII. **EVENT BREAK-DOWN**

- a. Event breakdown must begin immediately following the termination of event activity.
- b. If any infrastructure (tents, tables, chairs, etc.) is left in the event area after the reservation has expired without prior approval, then a fee will be deducted from the damage deposit for each day infrastructure remains present.
- c. At the completion of load out, Licensee agrees to restore the event area to its original condition immediately prior to the event load in.
- d. In the event Licensee fails to comply with this section, WDC will undertake the restoration of the premises and Licensee shall be charged for all costs associated with same, which shall be deducted from the damage deposit. In the event the costs of restoration exceed the damage deposit, Licensee shall be responsible for payment of the excess costs to WDC upon demand.

IX. **PROMOTION/CONTACT INFORMATION**

- a. All promotional material must include a name and telephone number for public information other than Waterfront Development Corporation.
- b. Waterfront Development Corporation staff must be notified immediately of any changes to promotion/contact information so that changes to the website listing may be changed accordingly.

X. **CLEAN-UP**

- a. Licensee is solely responsible for clean-up of event venue, permanent trash containers and all perimeter corridors affected by public attending the event. In short, anything that you and your guests bring, take with you. All sidewalks, streets, parking lots, bathrooms, and surrounding park areas clearly affected by your event must be returned to their original condition immediately following your event.
- b. Licensee can obtain special event landfill trash containers and recycling containers from Solid Waste per the Louisville Metro Special Event Application. An equal number of trash and recycling containers are required to be utilized.
- c. Trash must be taken to designated dumpsters.
- d. Recycling must be taken to a recycling facility. The nearest recycling facility is located at the Fire Station located at 1135 W. Jefferson Street.
- e. Containers must be emptied, as needed, during the event.

- f. At the end of *each day* of an event, the Licensee must arrange for a clean-up operation that will collect the trash and recycling on the site.
- g. Waterfront Development Corporation reserves the right to require permit holders to have a dumpster service for the needs of their event.
- h. Waterfront Development Corporation strongly suggests that event cleanup not be performed by volunteers. Volunteer clean-up operations are subject to the same standards as professional clean-up contractors.
- i. In the event Licensee fails to comply with this section, WDC shall undertake the clean-up activities and Licensee shall be charged \$150.00 per man-hour for such time, which amount shall be deducted from the damage deposit. If clean up charges exceed the amount of the damage deposit, Licensee shall be responsible for payment of the excess charges to WDC upon demand.

XI. **AMENITIES**

- a. Electrical service is available at the venue.
- b. Louisville Metro Electricians are required to assist with electrical needs.
- c. Water and sewage services are available in certain areas.
- d. Licensee is solely responsible for all equipment and amenities utilized by event staff, vendors, and patrons.
- e. Facility capacities and infrastructure amenities listed are approximations and cannot be guaranteed.
- f. Rental of restroom facilities are required. Licensee is required to rent the adequate amount of special event portable restrooms, including wheelchair accessible facilities, for their event.

XII. **PROHIBITED ACTIVITIES**

- a. Adult entertainment activities as defined by Louisville Metro Government ordinances.
- b. Transportation, release, or manufacture of hazardous materials or substances.
- c. Creation of a nuisance or hazard to public health and safety.
- d. Permitting, promoting or performing illegal or immoral acts.
- e. The use and distribution of silly string, confetti, glitter, rice, birdseed, all types of stickers, spray paint, colored hairspray or any other items determined by the Waterfront Development Corporation.
- f. Use and distribution of glass containers are prohibited at the Belvedere.
- g. Camping and/or sleeping overnight at the Belvedere.

XIII. **EVENT ADMINISTRATION**

- a. All members of the Licensee's staff must be identifiable as such to the public at all times.
- b. The Waterfront Development Corporation must be able to contact at least one member of Licensee's staff at all times during the event.
- c. Licensee must have a running checklist of emergency numbers for all support services

- offered to the festival at all times.
- d. Standby EMS service is required for all large events.
 - e. A designated command center for security and EMS, with a first aid station is required for all events expecting attendance of over 5000.
 - f. Prohibiting pets, roller blades, skateboards, scooters, and bikes from entering a controlled special event area at the Belvedere is a decision of the Licensee. Waterfront Development Corporation shall not be involved in such decision and the Waterfront Development Corporation or the Louisville Metro Government shall not have any liability for any claims or injuries as a result of the Licensee's decision on this matter.
 - g. Licensee must provide emergency access lanes throughout a large event area.

XIV. **ALCOHOL**

- a. Alcohol may only be sold or dispensed in accordance with state and local laws and the Licensee must obtain all necessary permits.
- b. Liquor Liability Insurance coverage is required. See Insurance Requirements, **Exhibit A**.

XV. **TICKETING/GATING**

- a. Waterfront Development Corporation must approve all physical changes to the Belvedere, including temporary fencing.
- b. Temporary fencing must be removed by noon the day following the termination of event activity unless previous arrangements have been made with Waterfront Development Corporation.
- c. Waterfront Development Corporation personnel are allowed to access any area of the Belvedere at any time.
- d. As additional consideration for the license to use the Belvedere, a Licensee of a ticketed event shall provide at least forty (40) tickets to Waterfront Development Corporation at no cost. WDC may use the tickets for any purpose, including but not limited to donor development, entertainment, community engagement, giveaways, fundraising opportunities, and other related promotional initiatives, provided that WDC agrees to coordinate with Licensee to ensure any such promotional initiatives will not conflict with any of Licensee's promotional efforts.

XVI. **PARKING**

- a. Personal and support vehicles may not be parked within the Belvedere during event activity unless prior approval is given by WDC.
- b. Damages resulting from parking negligence by Licensee or attendees of Licensee's event are the sole responsibility of Licensee. Costs associated with damage repairs will be deducted from the damage deposit, if adequate, and any excess costs shall be paid by Licensee to WDC upon demand.

XVII. **EVENT HOURS OF OPERATION**

- a. The Belvedere opens at 6am and closes at 11pm.

- i. Licensee agrees that all event activity (excluding setup and tear down) will take place between 6am and 11pm.
- ii. Overnight camping is strictly prohibited.
- iii. Requests for extended event operation hours must be submitted in writing and will be considered on a case-by-case basis.
- iv. No amplified sound shall be permitted before 7:30 am nor permitted past 11 pm.

XVIII. **STAGEHAND LABOR**

- a. WDC is interested in quality subcontractors and labor for the production of events at Louisville Waterfront Park. We believe that local labor should be used for every event. Louisville Stage Employees I.A.T.S.E. Local 17 is the local stagehand union in Louisville and may be contacted at 502-587-7936.

XIX. **TERMINATION**

- a. **Waterfront Development Corporation may terminate the License effective immediately for cause if Licensee falsifies any information on the application or fails to comply with any provision of these Guidelines or for any other reason that justifies a termination for cause. In the event the License is terminated for cause, Licensee shall not be entitled to a refund of any user fee paid.**
- b. **Waterfront Development Corporation may terminate this License for its convenience upon twenty (20) days written notice to Licensee if the Waterfront Development Corporation determines, in its sole discretion, that the event area is needed for a public purpose of the Waterfront Development Corporation or Louisville Metro or for any other reason as determined in the sole discretion of Waterfront Development Corporation. In the event the License is terminated for the convenience of the Waterfront Development Corporation, Licensee shall be entitled to a refund of any user fees and damage deposits paid.**
- c. **Waterfront Development Corporation may terminate this License at any time if necessary, as a result of Force Majeure (act of God, flood, strike, government closures related to COVID-19 and similar events not within the control of Waterfront Development Corporation). In the event the License is terminated by WDC pursuant to this subparagraph, Licensee shall be entitled to a refund of any user fees and damage deposits paid.**

The undersigned applicant hereby acknowledges receipt of a copy of these Guidelines, that applicant has read these Guidelines and agrees to comply with all requirements of these Guidelines.

Organization Name: _____
(Print)

Applicant Name: _____
(Print)

Applicant Signature: _____
(Print)

Date: _____

Initials: _____

EXHIBIT A
INSURANCE REQUIREMENTS

I. INSURANCE REQUIREMENTS. Prior to Licensee entering Premises for purposes of commencing this License or prior to renewal, Licensee shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. Licensee shall not commence operations on Premises until all insurance required under this License has been obtained and until copies of policies or certificates thereof are submitted to and approved by WDC (who may request review by Metro's Risk Management Division). The Licensee shall not allow any subcontractor to commence operations on the premises until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Caterer evidencing proof of coverages.

Without limiting Licensee's indemnification requirements, it is agreed that Licensee shall maintain in force at all times during this License the following policy or policies of insurance covering its operations:

- A. The following clause shall be added to Licensee's (and Licensee's approved subcontractor(s). Commercial/Comprehensive General Liability Policy:
 - 1. WDC and the Louisville/Jefferson County Metro Government are added as an 'Additional Insured' as respects operations of the Named Insured under the License."

- B. The insurance to be procured and maintained and minimum Limits of Liability shall be as follows, unless different limits are specified by addendum to the License:
 - 1. **COMMERCIAL GENERAL LIABILITY**, via the **Occurrence Form**, with a **\$1,000,000** Combined Single Limit for any one Occurrence and **\$2,000,000** aggregate for Bodily Injury, Personal Injury and Property Damage, including:
 - a) Premises – Operations Coverage
 - b) Products and Completed Operations
 - c) Contractual Liability
 - d) Broad Form Property Damage
 - e) Independent Contractors Protective Liability
 - f) Personal Injury

 - 2. **WORKERS' COMPENSATION** (if applicable) insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory

Limits, and EMPLOYERS' LIABILITY - **\$100,000** Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee.

3. LIQUOR LEGAL LIABILITY (if applicable) - **minimum** coverage Liability Limit **\$1,000,000** for any one Occurrence. This coverage is required if Licensee is engaged in selling and/or dispensing alcoholic beverages. This coverage may be written as an Endorsement on the above mentioned Commercial General Liability Policy or as a separate policy. If Licensee sub-contracts this service to a vendor, only vendor shall be required to purchase this coverage.

II. ACCEPTABILITY OF INSURERS. Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VIII", unless proper financial information relating to the Company is submitted to and approved by Metro's Risk Management Division prior to coverage being bound with such Insurance Company.

III. MISCELLANEOUS.

- A. Licensee shall procure and maintain insurance policies as described herein and for which WDC shall be furnished Certificates of Insurance upon the execution of the License. The Certificates shall include provisions stating that the policies may not be cancelled or non-renewed, without WDC having been provided at least thirty (30) days' written notice. The Certificates shall identify the contract to which they apply and shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the License, renewal Certificates of Insurance shall be furnished to WDC before the expiration date.
- B. Approval of the insurance by WDC shall not in any way relieve or decrease the liability of Licensee hereunder. It is expressly understood that WDC does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of Licensee.

**EXHIBIT B
WEIGHT RESTRICTIONS**



DEPARTMENT OF FLEET AND FACILITIES

LOUISVILLE, KENTUCKY

GREG FISCHER

MAYOR

CATHY DUNCAN

DIRECTOR

**Belvedere/Riverfront Plaza
Weight Restrictions and Facility Specifications**

Location: The Belvedere/Riverfront Plaza is located on Main Street between 4th and 6th Streets. It is divided into three segments: West Plaza, East Plaza and the Belvedere Overlook.

Amenities: The Belvedere is a public gathering space uniquely situated in the heart of Main Street with spectacular views of the Humana Building, the downtown skyline and the Ohio River. It is conveniently located adjacent to the Kentucky Center, the Galt House and via an elevated pedestrian walkway, the Muhammad Ali Center as well as parking garages. The West Plaza features a large lawn area and shady tree grove. The East Plaza features a large fountain and shady pavilions. The Overlook, a flat paver covered area, features views of the river along with statues of Louisville Founder George Rogers Clark and of the enslaved York of the Lewis and Clark Expedition as well as a pedestrian connection to the Wharf, Belle of Louisville, RiverWalk and Waterfront Park. All areas are connected via a large promenade.

Weight Restrictions & Facility Specifications: The Belvedere Plaza has been reviewed for loading by structural engineers. The following restrictions are based on a thorough review of site conditions and the as built drawings for the site. **Event Producers are required to read, understand and adhere to the weight restrictions outlined as follows.** Any and all additional equipment, supporting materials and portable infrastructure brought to the Belvedere for the purpose of servicing an event are the responsibility of the event producer. The transportation and removal of any and all additional equipment, supporting materials and portable infrastructure is the responsibility of the event producer. The Event Producer is responsible for damages and verifying that weight limits are not exceeded.

The Plaza was reviewed for vehicle axle loading and the weight restriction is controlled by the bending capacity of the slab. The following restrictions are for the plaza for vehicle loading:

1. Maximum vehicle axle weight is 8,000 pounds.
2. Minimum axle spacing is 12 feet. Examples of the axle spacing are below:
 - a. This is the minimum spacing between the front and rear axle of a vehicle.
 - b. This is the minimum spacing between the rear axle of a vehicle and a trailer axle.
 - c. This is the minimum spacing between the rear axle of a vehicle and the front axle of an adjacent vehicle.
3. This is roughly equivalent to a loaded Ford F-350 class pick truck. Ford's truck specification for a 2016 F-350 (single axle – SRW) lists a maximum rear gross axle rating of 7,180 pounds. Therefore, only single axle pickup trucks will be allowed on the Belvedere.
4. Utility trailers may be pulled by a single axle pickup truck assembly that meets the maximum vehicle/trailer axle weight of 8,000 pounds and minimum axle spacing of 12 feet.

Skid Steer Loaders

The Plaza was reviewed for Skid Steer Loaders and the weight restriction is controlled by the bending capacity of the slab. Skid steer loaders were researched for sizes and weights for the review. The following restrictions for skid steer loaders (based on Bobcat models):

- Maximum weight in a skid steer bucket is 3,000 pounds.
- Maximum skid steer operating weight of 6,400 pounds. The operating weight is the weight of the skid steer, full tank of gas, empty bucket, and one operator. This is equivalent to a Bobcat Skid Steer Loader S570. Track type skid steer vehicles will not be allowed. Only pneumatic tire type vehicles are permissible.
- The skid steer operating rate should be distributed at approximately 70% to the rear axle and 30% to the front axle to meet the Bobcat specifications.
- Therefore, a fully loaded skid steer should weigh no more than 9,400 pounds.
- Spacing between front and back axles should be approximately 3.5 feet or more.

Forklifts

The Plaza was reviewed for forklifts and the weight restriction is controlled by the bending capacity of the slab. Forklift trucks were research for sizes and weights for the review. The following restrictions are recommended for the plaza for forklift loaders (based on Caterpillar models):

- Maximum weight supported by the forklift is 2,500 pounds at the center of the forks.
- Maximum forklift operating weight of 6,600 pounds. The operating weight is the weight of the empty forklift with minimum weight battery. This is equivalent to a Caterpillar Electric Pneumatic Tire Lift Truck EPC3000. This forklift has an operating weight distribution of approximately 3,000 pounds to the front axle and 3,600 pounds to the rear axle.
- Therefore a fully loaded forklift should weigh no more than 9,100 pounds.
- Spacing between front and back axles should be approximately 4.5 feet or more.

The attached site plan shows areas affected by the weight restrictions. Loading and unloading should be planned accordingly.

Access

Traffic control bollards exist on the Belvedere to demarcate the start of the weight restrictions for the Belvedere. Standard spacing between the bollards is 4'. **One removable bollard allows for an opening of 8' 9"**. In order to remove the bollard, the event producer must contact DRH Security (Dennis Henry) at 502.417.0717 or jest2139@aol.com . This opening will be staffed by DRH Security, at the sole expense of the event producer, at all times and for the duration that the bollard is removed for load in or load out. DRH security is responsible for the removal and replacement of the bollard. The Event Producer is solely responsible for verifying the weight of the items entering and exiting the Belvedere, and that the items adhere to the weight requirements.

East Plaza

The East plaza was constructed using 12" X 12" pavers. These pavers do not interlock. Special care must be taken when traversing with vehicles. Plywood or a suitable material must be used to prevent damage to the pavers or the grade of the area.

Turf Areas

Vehicular traffic of any kind is not allowed on the turf areas of the Belvedere.

The undersigned applicant hereby acknowledges receipt of a copy of these Guidelines, that applicant has read these Guidelines and agrees to comply with all requirements of these Guidelines.

(Print Company or Organization name)

by _____ (Signature)

Print name _____

Title _____

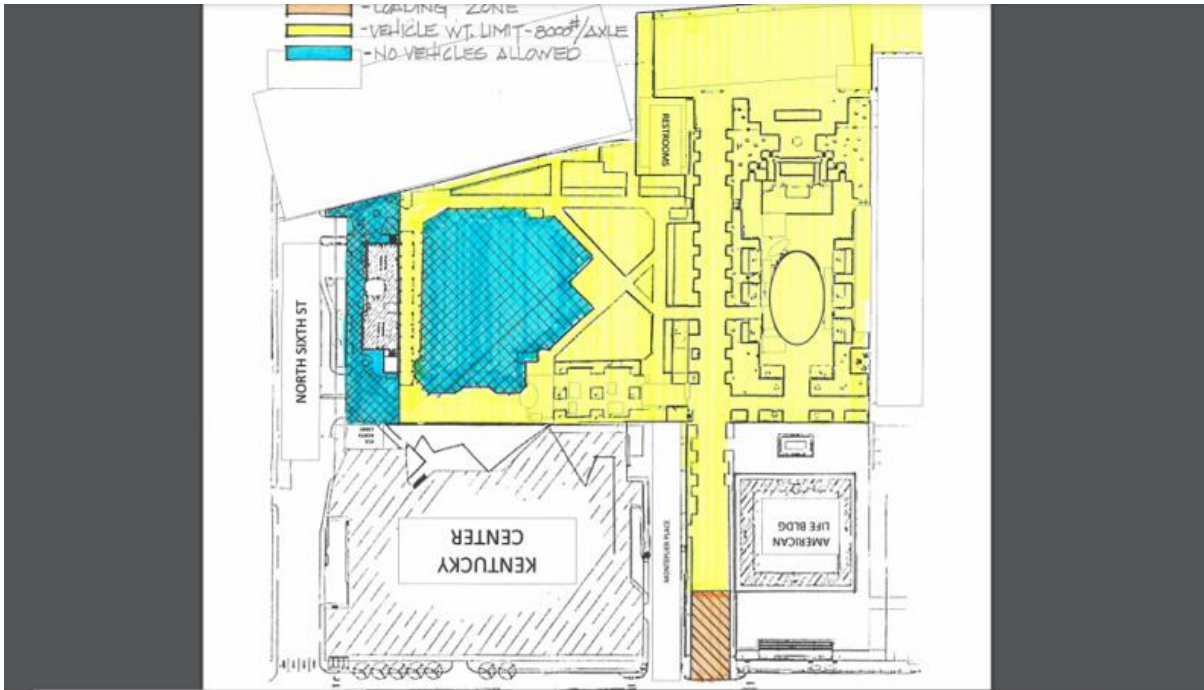
Date _____

(Signature)

Applicant printed name _____ (if individual Applicant)

Date _____

Be



Ivedere Map