

SPECIAL EVENT APPLICATION

APPLICANT INFORMATION

Individual /Organization: _____

Contact Name: _____

Address: _____ City/State/Zip: _____

Phone 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. 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	_____	_____	_____	_____

4. 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.

5. IS YOUR ORGANIZATION TAX EXEMPT? YES/NO

- If YES, what is your tax-exempt number: _____

6. ESTIMATED EVENT ATTENDANCE PER DAY: _____

7. AREA(S) OF THE PARK DESIRED (PLEASE CHECK ALL THAT APPLY):

- | | | |
|---|--|--|
| <input type="checkbox"/> Big Four Lawn + Swing Garden | <input type="checkbox"/> Great Lawn – North | <input type="checkbox"/> Under the Bridges |
| <input type="checkbox"/> Brown Forman Amphitheater | <input type="checkbox"/> Great Lawn- South | <input type="checkbox"/> Wharf |
| <input type="checkbox"/> Brown Forman Lawn | <input type="checkbox"/> Harbor Lawn | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Festival Plaza | <input type="checkbox"/> Orange & Purple Upland Meadow | |

8. EVENT ATTRACTIONS: Describe the activities and entertainment involved in your event in detail:

9. STAGE: Would you like to use the Waterfront Development stage? **YES / NO**

(It is a 20'x40' 4' tall stage and there is an additional \$600 charge added the user fee).

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

(Depending on your request, an additional amount will be added to your user fee. Electricity is available in fixed locations of the park)

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.	_____	_____	_____
3.	_____	_____	_____

If YES, a licensed electrician maybe requested to access electricity in certain areas of the park to hard wire a panel for your event. If an electrician is needed, who will you use?

Electrician Company? **YES / NO** Company Name: _____

Louisville Metro Electrical Maintenance? **YES /NO** *(If yes, request their services on the Louisville Metro Special Event Permit Application)*

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

(If your tent(s) needs to be staked, they must be set up during the Waterfront Park working hours, Monday – Friday, 8 am-4pm, due to underground utilities)

If **YES**, please let us know the size of tent(s) and how it will be secured (ex: stakes (less than 30”, water barrels, sandbags, cinder blocks). Please show the location of the tents on a map layout to scale.

Frame or Pole Tents: _____ Secured: _____

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 need to provide their 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):

Cleaning Company: _____ Contact person/Phone Number: _____

- ***The Waterfront Park requires each event to use additional Waterfront Park branded cardboard garbage containers and recycling containers at \$10 per box. Trash bags are included. Depending on attendance, how many do you need of each (please request a 1:1 ratio):***
- Garbage: _____ Recycling: _____

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

(Waterfront Park requires all events to rent portable toilets. Waterfront Park must approve location of portable toilets)

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

Company: _____

Contact: _____ Phone Number: _____

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

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

Company: _____

Contact: _____ Phone Number: _____

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**, how much is the registration fee and/or ticket? _____

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:

Company: _____

Contact: _____ Phone Number: _____

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. PARKING: Do you have any special parking needs for your staff, guests, volunteers, and/or equipment? **YES / NO**

If **YES**, please list your parking needs (***parking lots within Waterfront Park can be used for a special event. A fee for parking spots and barricades will apply***):

21. STREET CLOSINGS/TRAFFIC DETAIL:

Will any public street(s) need to be closed or blocked during the 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 Special Permit Application.
- Please provide the Waterfront Park 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.

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

Company: _____

Contact: _____ Phone Number: _____

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

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

If Yes, what kind of operations (trailers, food trucks, etc): _____

Company: _____

Contact: _____ Phone Number: _____

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

Company: _____

Contact: _____ Phone Number: _____

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

25. CERTIFICATE OF INSURANCE: For any event that takes place at Waterfront Park, 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."

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

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

Facebook: _____

Instagram: _____

Twitter: _____

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: _____



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

I. APPLICATIONS & PERMIT GUIDELINES

- a. If an application is approved by Waterfront Development Corporation to conduct an event in Waterfront Park, then the applicant will be a “Licensee” and will have the right to use assigned parts of Waterfront Park (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 Waterfront Park 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 in Waterfront Park and 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 Waterfront Park 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 Waterfront Park.

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 park, 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 at Waterfront Park without the supervision of Waterfront Development Corporation due to subsurface utilities, including electric and irrigation lines.
- c. Tents may not be staked on the Festival Plaza or Overlook; alternative methods must be used.
- d. All heavy equipment involved in the infrastructure of the special event must be included on the comprehensive load-in schedule submitted to the Waterfront Development Corporation.
- e. All bobcats and forklifts or similar equipment must have "turf tires."
- f. Tent Stakes must be 30" or less.
- g. No heavy equipment is permissible in Waterfront Park without prior approval of Waterfront Development Corporation.

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 will be required to use WDC branded special event landfill trash containers and recycling containers at \$5 per container. Landfill trash and recycling containers for

events in Waterfront Park are cardboard boxes that the licensee will erect. The number of trash and recycling containers used during the event will be determined by your event size with the guidance of WDC. An equal number of trash and recycling containers are required to be utilized.

- c. WDC will provide the licensee with trash bags that will be used during the event.
- d. Trash must be taken to designated dumpsters located in the park.
- e. Waterfront Park does not have a recycling dumpster on site. Recycling must be taken to a recycling facility. The nearest recycling facility is located at the Fire Station located at 1135 W. Jefferson Street.
- f. Containers must be emptied, as needed, during the event.
- g. 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.
- h. Waterfront Development Corporation reserves the right to require permit holders to have a dumpster service for the needs of their event. Waterfront Staff will advise on the location of the dumpster(s).
- i. 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.
- j. 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 in certain areas for an additional fee.
- b. A licensed electrician may be required to perform certain electrical hookups in the park. There are some electrical services that require hardwiring.
- 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. Restroom facilities in the park are used daily for park patrons. 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 in Waterfront Park.
- g. Camping and/or sleeping overnight at Waterfront Park.

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 Waterfront Park 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 Waterfront Park, 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 Waterfront Park at any time.
- d. As additional consideration for the license to use Waterfront Park, 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 Waterfront Park 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 Waterfront Park during event activity unless prior approval is given by WDC.
- b. Parking on grass areas, concrete pavers, and medians in and surrounding the park is strictly prohibited.
- c. 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.
- d. There may be some instances where portions of the Waterfront Park Public Parking Lots may be used exclusively for event production support vehicles. This privilege is handled on a case-by-case basis. An additional fee per day will be required to reserve any parking lot and/or parking spaces.
- e. In the situation where a Waterfront Park public parking lot has been reserved for the exclusive use by the Licensee, all handicap spaces must remain available on a first-come first-served basis for handicapped permit parking only.

XVII. **SEMI-PERMANENT VENDORS AT WATERFRONT PARK**

- a. Licensee cannot restrict or relocate official Waterfront Vendors such as Wheel Fun Rentals, Big Four Concessions, or other vendors that are permitted by WDC. These vendors operate within Waterfront Park on a semi-permanent basis and shall retain the rights to operate within their specified locations.

XVIII. **EVENT HOURS OF OPERATION**

- a. Louisville Waterfront Park 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.

XIX. **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.

XX. 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: _____

I. INSURANCE REQUIREMENTS

Exhibit A

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 and Liquor Liability coverage:

"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."

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**, primary, noncontributory with a **\$1,000,000** Combined Single Limit for any one Occurrence and **\$2,000,000** aggregate for Bodily Injury, Personal Injury, Property Damage, and Products/Completed Operations including:

- a. Premises - Operations Coverage
- b. Products and Completed Operations
- c. Contractual Liability
- d. 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/**\$2,000,000** Aggregate. 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 "A- VI", 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.

IV. AIRCRAFT LIABILITY. Without limiting indemnification requirements, it is agreed that the aircraft operator shall provide evidence of Aircraft Liability with a combined single limit for any one occurrence of \$5,000,000 and shall include "The Louisville/Jefferson County Metro Government, and Waterfront Development Corporation, their elected and appointed officials, employees, agents and successors should be added as "Additional Insured" as respects operations of the Aircraft as outlined in this agreement.

V. AUTOMOBILE LIABILITY: (if applicable) insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is \$1,000,000 Combined Single Limit for any one accident. The Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations.