

SPECIAL EVENT APPLICATION

APPLICANT INFORMATION

Individual /Organization: _____

Contact Name: _____

Address: _____ City/State/Zip: _____

Phone Number: _____ Mobile Phone Number During Event: _____

Email: _____ Website: _____

EVENT INFORMATION

1. TYPE OF EVENT:

- | | | |
|---|--|---|
| <input type="checkbox"/> Activation | <input type="checkbox"/> Concert | <input type="checkbox"/> Charity – Walk/Run |
| <input type="checkbox"/> Social Gathering | <input type="checkbox"/> Festival | <input type="checkbox"/> Athletic Competition |
| <input type="checkbox"/> Charitable Event | <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	_____	_____	_____	_____

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 | <input type="checkbox"/> TurfMutt Great Lawn – North | <input type="checkbox"/> Under the Bridges |
| <input type="checkbox"/> Brown Forman Amphitheater | <input type="checkbox"/> TurfMutt 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 | | |

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 \$1,000 fee added the user fee).

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

(Depending on your request, an additional amount may 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 _____

If the event has a tent structure that is 400 square feet or larger than a Tent Permit Application is required

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: _____

- ***Included with your user fee, Waterfront Park requires each event to use additional Waterfront Park branded cardboard garbage containers and recycling containers - 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, then a Temporary ABC License Application is required.

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: _____

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 Event Agreement" and agrees that if this Application is accepted by the Waterfront Development Corporation, the applicant shall comply with such Agreement and ensure that its patrons, vendors, concessionaries, and exhibitors shall comply with such Agreement.

APPLICANT:

SIGNATURE: _____

TITLE: _____

DATE: _____



Waterfront Park Event Agreement

I. GENERAL REQUIREMENTS

- a. If an application is approved by Waterfront Development Corporation (“WDC”) to conduct an event in Waterfront Park, the applicant will be a “Licensee” and will have the right to use assigned areas of Waterfront Park (the “Licensed Premises”) (as determined in the sole discretion of WDC) under the terms of the application and this Agreement. By signing the application and this Agreement, 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 provisions in this document.
- b. Each “Licensee” wishing to conduct an event within Waterfront Park shall submit a completed Waterfront Park Special Events Application no less than 60 days prior to such event.
- 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 WDC’s receipt of 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). WDC reserves the right to reject any application or disallow any permit in 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 for its event. It is the sole responsibility of Licensee to obtain such permits. **As a general rule, a Louisville Metro special event permit 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; (v) event requires the assistance of Louisville Metro electrical maintenance; or (vi) a tent larger than 400 square feet is constructed.**
- 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. Licensee shall indemnify, hold harmless, and defend WDC and 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 this Agreement 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 WDC and/or the Louisville/Jefferson County Metro Government, or 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 Agreement.
- h. Licensee assumes responsibility for the Licensed Premises from the first day of load in to the last day of load out.
- i. Licensee shall use the Licensed Premises solely for the purposes of conducting their event. Licensee shall not sublicense any portion of the Licensed Premises to any third party for any purpose without the express written permission of WDC.

- j. Falsification of any information submitted to WDC is considered grounds for revocation of the event permit and future denials of special event permits.
- k. WDC reserves the right to change the terms and conditions of this Agreement at any time.
- l. WDC 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 a 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 30 days prior to the date of the Event, Licensee shall provide proof of insurance as provided in the attached **Exhibit A**.
- e. Not less than 14 days prior to the date of the Event, Licensee shall provide a detailed load in and load out schedule, a map of the event layout, and a vendor contact information form.
- f. 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 Agreement 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.
- g. Outstanding balances or unpaid fees for damages from previous events shall be grounds for denial of special event permits.
- h. 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 nonprofit status and a current roster of the Board of Directors for the organization in order to receive a discount.
- c. Additional fees such as damage deposits, stage rental fees, electrical fees, equipment fees, parking fees, etc. are not discounted.
- d. To qualify for sales and use tax exemption, Licensee shall provide proof of tax-exempt status.

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**

- 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.
- b. Licensee shall be solely responsible for determining whether to delay, reschedule, or cancel the event due to hazardous weather conditions. WDC takes no responsibility for determining whether hazardous weather conditions exist or whether the event should be cancelled, and WDC shall not be responsible for any damage to persons or property as a result of hazardous weather conditions.

- c. It is strongly recommended that Licensee obtain special event insurance to help cover any losses resulting from an unexpected event cancellation.
- d. If severe weather conditions are expected, Louisville Metro Emergency Management may intervene and work with the event producer on the proper adjustments needed to keep patrons safe before, during, and after the event.

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 map layout 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 WDC.
- b. Tents may not be staked in Waterfront Park without the supervision of WDC due to subsurface utilities, including electric and irrigation lines.
- c. Tents may not be staked in certain areas of the park as designated by WDC; alternative methods must be used.
- d. No heavy equipment is permissible in Waterfront Park without prior approval of WDC. All heavy equipment involved in the infrastructure of the event must be included on the comprehensive load-in schedule submitted to WDC for approval in advance of load-in.
- e. All bobcats and forklifts or similar equipment must have “turf tires.”
- f. Tent Stakes must be 30” or less.
- g. It is the responsibility of the event producer to submit the required Louisville Metro Tent Permit application and secure the necessary permits.

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, 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 Licensed Premises 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 Licensed Premises and Licensee shall be charged for all costs associated therewith, 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

- a. All promotional materials must include a name, email, and telephone number for public information other than WDC.
- b. Licensee shall notify WDC staff immediately of any changes to promotion/contact information so that changes to the website listing may be changed accordingly.
- c. Licensee shall provide WDC with the event promotion/marketing plan, including the timeline for event announcements, line up announcement, ticket sales, etc.
- d. Licensee shall provide WDC with specific information for event attendees to include in the website event listing and accurately respond to inquiries, including but not limited to information about gate times and any rules for bringing in outside food, beverages, and chairs.
- e. Licensee shall provide WDC with advance notice of any event announcements, including press releases and

social media announcements, so that WDC is prepared to begin responding to inquiries regarding the event.

- f. WDC will include a calendar listing on the event calendar on its website, and may also promote Licensee's event in monthly newsletters, social media channels, through ticket giveaways, and membership perks.
- g. Licensee shall use Waterfront Park's official designated venue names in event marketing materials, (e.g. the TurfMutt Great Lawn, the Brown-Forman Amphitheater, etc.). Please consult with WDC staff to determine the appropriate venue name(s) and addresses to be used.

X. CLEAN-UP

- a. Licensee is solely responsible for clean-up of the Licensed Premises, including emptying permanent trash containers and cleaning up all perimeter areas affected by the event and its attendees. In short, anything that you and your guests bring, take with you. All sidewalks, streets, parking lots, bathrooms, and surrounding park areas affected by your event must be returned to their original condition immediately following your event.
- b. Licensee shall use Waterfront Park branded special event landfill trash containers and recycling containers. 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. Trash cans (permanent and temporary 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 pick up litter and collect the trash and recycling on the site.
- h. WDC reserves the right to require Licensee to have a dumpster service for their event. The location of the dumpster(s) shall be approved by WDC in advance of placement.
- i. Except in limited circumstances involving small scale events as approved by WDC, Licensee shall utilize a professional clean-up contractor to perform event clean-up. If WDC approves the use of volunteers for cleanup operations, volunteers will be held 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. UTILITIES AND AMENITIES

- a. Electrical service is available in certain areas for an additional fee. Fees vary depending on the electrical needs of the event and will be determined by WDC at the time the request for electrical service is submitted.
- b. A licensed electrician may be required to perform certain electrical hookups in the park as some electrical services require hardwiring.
- c. Water and sewage services are available in certain areas for an additional fee. Fees vary depending on the needs of the event and will be determined at the time the request for water or sewage service is requested.
- d. Licensee is solely responsible for all utilities, equipment, and amenities utilized by event staff, vendors, and event patrons.
- e. Facility capacities and infrastructure amenities within each venue 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 number of special event portable restrooms, including handicap 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 WDC.
- f. Use and distribution of glass containers are prohibited in Waterfront Park.
- g. Camping and/or sleeping overnight at Waterfront Park.
- h. **No flammable, explosive, or hazardous materials, which includes but is not limited to propane tanks, shall be placed, stored, or used under the interstate. This provision does not prohibit automobiles from being located under the interstate. Any food trucks and other vendors that use propane tanks must place the tanks at least 10 feet outside the dripline of the interstate.**

XIII. **EVENT ADMINISTRATION**

- a. All members of the Licensee's staff must be identifiable as such to the public at all times.
- b. WDC must be able to contact at least one member of Licensee's staff at all times during the event.
- c. Licensee shall keep the Waterfront Park Director of Events updated with any changes to the event.
- d. It is the responsibility of the Licensee to determine the security and EMS needs of their event. This may require the event to provide Waterfront Park with an Emergency Information Action Plan.
- e. For large events anticipated to exceed 5,000 attendees, Licensee shall go through the Louisville Metro Special event permit process and work with Louisville Metro Police Department on a security plan for final approval.
- f. For large events, the Licensee will be required to provide the recommended number of security officers and EMS personnel that is required by Louisville Metro.
- g. Prohibiting pets, drones, roller blades, skateboards, scooters, and bikes from entering the Licensed Premises is a decision of the Licensee. WDC shall not be involved in such decision or enforcement thereof. Neither WDC nor the Louisville Metro Government shall have any liability for any claims or injuries as a result of the Licensee's decision on this matter.
- h. Licensee must provide emergency access lanes and emergency exits throughout a large event area.
- i. Licensee is responsible for ensuring the event attendance does not exceed the maximum capacity of the event venue.

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**.
- c. It is the responsibility of the event producer to submit and obtain the required permits for serving and selling alcohol at an event.

XV. **TICKETS/GATING**

- a. Licensee shall obtain WDC's approval for all event infrastructure, including temporary fencing.
- b. Temporary fencing must be removed the day following the termination of event activity unless previous arrangements have been made with WDC.
- c. WDC personnel are allowed to access any area of Waterfront Park at any time.
- d. Licensee is responsible for implementing the correct size and number of emergency exits within the gated event.
- e. A Licensee of a ticketed event shall provide at least forty (40) tickets to WDC 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 will use its best efforts to coordinate with Licensee to ensure any such promotional initiatives do 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 by event personnel or event attendees is strictly prohibited.
- c. Damages resulting from parking in unpermitted locations 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. If the Licensed Premises includes the exclusive use of any of the Waterfront Park public parking lots, all handicap spaces must remain available on a first-come first-served basis for handicapped permit parking only.
- e. No portion of the Licensed Premises can be used for parking vehicles unless it is an existing paved parking lot.
- f. Licensee shall not charge for parking on any portion of the Licensed Premises or elsewhere in Waterfront Park, including in any parking lot located within or outside the Licensed Premises, unless prior approval is given by WDC.
- g. WDC reserves the right to have cars towed that are parked illegally or in violation of this section of the Agreement.

XVII. WATERFRONT PARK'S VENDORS AND BUSINESSES

- a. Licensee shall not restrict access to Waterfront Park's seasonal vendors or other businesses within Waterfront Park. Licensee shall ensure that park vendors and other businesses in the park have access to their normal areas of operation at all times.
- b. Licensee is responsible for arranging and coordinating its own vendors and concessions for their event.
- c. Licensee shall work with WDC to notify Waterfront Park's vendors and other businesses in a timely fashion if any of Licensee's activities may potentially interrupt normal business for said vendors and businesses.

XVIII. EVENT HOURS OF OPERATION

- a. 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 6 AM and 11 PM.
 - 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 after 11:00 PM.

XIX. STAGEHAND LABOR

- a. WDC is interested in quality subcontractors and labor for the production of events at 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. WDC 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. WDC may terminate this License for its convenience upon twenty (20) days written notice to Licensee if WDC determines, in its sole discretion, that the Licensed Premises is needed for a public purpose or for any other reason as determined in the sole discretion of WDC. In the event the License is terminated for the convenience of the WDC, Licensee shall be entitled to a refund of any user fees and damage deposits paid.
- c. WDC 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 WDC). 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 this Agreement, that applicant has read the Agreement and agrees to comply with all requirements of this Agreement.

Organization Name: _____
(Print)

Applicant Name: _____
(Print)

Applicant Signature: _____
(Print)

Date: _____

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.