



OFFICE OF SPECIAL EVENTS
 200 South Lamar, Austin, Texas 78704
 (512)974-6797 (512) 974-6756 Fax
reservations@austintexas.gov
<http://www.austintexas.gov/parkevents>

EVENT AGREEMENT

This Agreement is made and entered into by the City of Austin, a home rule municipal corporation located in Hays, Travis and Williamson Counties, State of Texas (“City”), acting by and through:

The CITY OF AUSTIN
 (“the City”)

Sara L. Hensley, CPRP,
 Department Director (or Designee)
 Austin Parks and Recreation Department
 200 South Lamar
 Austin, Texas 78704
 (512) 974-6797, (512) 974-6729 fax

And, the **2015 Event Name,**
↑ EDIT TO READ EVENT NAME
 (Hereinafter referred to as “the Event”)

Contact Name, _____
 Legal Event Owner: _____
 Title of Contact: _____
 Company/ Organization Name: _____, **“Organizer”**
 (legal event OWNER) _____
 Address: _____
 City, State, Zip: _____
 Phone or Fax: _____
 Email Address: _____
 Organizer representative’s name _____

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties have agreed as follows:

1. FACILITIES AND TERM:

Upon the terms and conditions herein expressed and in consideration of the covenants and agreements herein expressed and of the faithful performance by the Organizer of all such covenants and agreements, City grants Organizer the right to use and occupy the following described space and premises located in the City of Austin, Travis County, Texas.

To be used for the purpose of producing, installing equipment, preparing the premises and equipment for use and for packing and removing equipment for the Event and for no other purpose without the written consent of the City for a term(s) commencing as follows:

Property Name: (hereinafter referred to as “the Property”)

Property Address:

	Month and Day(s)	Time(s)	Fees	
Event Set Up(s):		7 am - 10 pm	\$	0
Event Day(s):		11 am – 8 pm (Event Hours) 24 hours per day (restricted to security protection purposes)	\$	0
Event Take Down/ Clean Up Day(s):		7 am - 10 pm	\$	0
0				
Notice: items set up outside of the contracted set up to take down period will result in \$500/day billing for each day above or beyond the contracted period.				
Damage Deposit	Refundable post Event, 4-6 weeks, via City of Austin mailed check. The damage deposit will not be processed for return until any repairs/remediation is complete and if required receipt of the ticket manifest and \$1/ticket required by contract.		\$	0
Utilities	(per event day)		\$	0
Sound Permit	Sound permits are restricted by Code to 10 am - 10 pm. At NO time is amplified sound allowed within 100' of residential property. Between 100' and 600', additional time restrictions apply. Commercial or Advertising Purposes (\$30) , Private Party (\$20) , Public Interest, Political or Non-Profit (\$10) Sound Check Restrictions: Sound checks should be scheduled to minimize impact to neighboring residential areas/businesses.		\$	0
Alcohol Permit	For events which require TABC permit processing, and are requesting to have alcohol on PARD property. (\$30)		\$	0
Maintenance Fee			\$	0
			TOTAL	\$ 0.00
			Non-refundable Event Deposit	\$ 0.00
			(25% of total)	

A signed contract(s) and total fees referenced above will be due immediately in order to secure date(s) and Organizer further covenants and agrees to pay to City all sums which may be due to City for services, additional services, accommodations (see Section 7. Special Provisions) or materials furnished to or loaned to Organizer by request. The event deposit, twenty-five percent (25%) of the total fees are non-refundable. The Parks and Recreation Department Director, in case of Organizer’s failure to pay any sum due to City, may take from the deposit or receipts belonging to Organizer, a sufficient amount to pay said sums due to City. This Agreement is effective upon execution by all parties and remains in effect until the obligations under this Agreement have been performed.

2. CONTRACTUAL OBLIGATIONS, RESPONSIBILITIES, LAWS, and ORDINANCES:

- A. **VENUE.** Every obligation of either party to this contract shall be fully performed in Travis County, Texas.
- B. **NOTICE UNDER THIS AGREEMENT** shall be in writing and may be delivered by hand, by certified mail, electronic mail (e-mail) or by common carrier. Notice to a party shall be addressed to the City, or Organizer, as noted in this Agreement.
1. Notice by hand-delivery is deemed effective immediately.
 2. Notice by certified mail is deemed effective 3 days after deposit in U.S. Post Office or in a U.S. Mail Box.
 3. Notice by electronic mail is deemed effective immediately.
 4. Notice by common carrier, is deemed effective upon receipt.
- C. **ASSIGNMENT.** This agreement may not be amended, changed or assigned without the advance written consent of the City.
- D. **AMENDMENTS.** No amendment or change to this Agreement will be effective unless made and agreed to in writing at least one working day prior to the commencement of the scheduled Event.
- E. **CANCELLATION OF CONTRACT.** Failure to comply with the terms and requirements of this Agreement, and/or produce required documentation in the required manner is grounds for immediate revocation of the Agreement but not of Organizer's obligations to the City under this Agreement. Such revocation is effective upon notice of revocation from City to Organizer. **No rent refund shall be made** and any payment made to City shall be taken by City and the full rent called for by this agreement.
- F. **NOT FOR CAUSE TERMINATION.**
- A. **City** may also terminate this Agreement at any time and for any reason, by giving at least thirty (30) days advance written notice to Organizer.
 - B. **Organizer** may terminate this Agreement for the following reasons, **and forfeits the non-refundable twenty-five (25%) event deposit:**
 - i. Organizer may terminate this Agreement for any reason with thirty (**60**) days written notice; provided, however, that all sums paid by the City prior to the termination date provided by Organizer will be returned or reimbursed to the City; or
 - ii. the involuntary dissolution of the Event, or Organization.
- G. **FAILURE TO TAKE POSSESSION.** If the Organizer, entitled to possession hereunder shall fail for any reason to take possession of or use the premises, without the written consent of City; no rent refund shall be made and any payment made to City shall be taken by City and the full rent called for by this agreement, including any disbursements or expenses incurred by City in connection therewith, shall be payable immediately by the Organizer to the City.
- H. **FORCE MAJEURE.** If the Property, structures and/or improvements are wholly or partially destroyed or damaged by any cause, casualty, or unforeseen occurrence, or circumstances beyond City's control, rendering City's performance impossible, then this Agreement will automatically terminate and Organizer **waives and releases** any claim for damages or compensation from City on account of termination.
- I. **ORGANIZER'S POSSESSION.** City shall permit Organizer to have and enjoy the use of the Property hereinabove specifically described for the purpose and for the term aforesaid. However, it shall be the responsibility of Organizer to obtain any permit(s) that may be necessary

or required by any City, County, State, or Federal ordinance/law for all activities. Said permits shall be obtained at the sole expense of the Organizer.

- J. **CITY'S RESPONSIBILITY.** Upon request by Organizer, City shall make available electricity, and water according to the present openings available at the premises hereinabove specifically described, during the term of this Agreement. City shall not be responsible for or liable to Organizer for any loss resulting from any lack of water or electricity due to an act of God, the failure of equipment to operate or function properly through no fault or act of the City, or the failure of ORGANIZER to proactively manage infrastructure users in the proper manner prescribed by appliance, electrical device or equipment manufacturer.
- K. **CONTROL OF PROPERTY.** Organizer, at all times, shall control its concessionaires, security, and all of its employees, personnel, volunteers. The City may remove from the premises any and all such employees/volunteers of Organizer engaging in disorderly or unsafe conduct, with its officers and agents, including its police officers, and may eject any objectionable person or persons from the premises. In the event of the exercise of this authority, Organizer hereby waives any and all claims for damages against the City of Austin and its officers and employees on account thereof.
- L. **PERSONNEL.** Should Organizer fail to fulfill any provision of this Agreement concerning necessary personnel or services, the Parks and Recreation Department may, in its discretion, hire the necessary personnel or services, and bill the Organizer for the cost, plus a fee for administrative expense and Organizer agrees to pay City for those costs and fee upon demand.
- M. **ACCESS TO PROPERTY.** City, through its Parks and Recreation Department, Police, Fire, Safety, other designated representatives, shall have the right at any time to enter any portion of the Property for any purpose, and the Property at all times will be under the sole charge and control of the Parks and Recreation Department Director or his designated representatives. Access to the premises shall be controlled by the City during the period by this Agreement, the entrances and exits of the premises shall be open or closed under the direction of Organizer in accordance with the terms of this agreement and the normal constraints for public safety as determined by the Parks and Recreation Department Director or designated representatives.
- N. **AREAS** on the Property other than the area set aside for Organizer's use may be leased to other persons during the Term so long as there is no material interference with the Organizer's quiet enjoyment of the Property.
- O. **REMOVAL OF EFFECTS and ABANDONED ITEMS.** City shall have the sole right to collect, remove from grounds, and have custody of articles and personal property left on the premises by Organizer or persons attending the Event. Organizer releases and discharges City from any and all liabilities for any loss, injury or damages to property abandoned or not.
- P. **LAW OBSERVANCE.** Organizer shall comply with all laws of the United States, and of the State of Texas, all ordinances of the City of Austin, and all rules and requirements of the Police and Fire Departments, or other Municipal Authorities of the City of Austin. Upon violation of law by Organizer, or any person employed by or admitted by to the said property by Organizer, upon notice Organizer will immediately take action to correct any such violations.
- Q. **CITY ORDINANCES.** All ordinances and resolutions of the City of Austin relating to the rental and use of the Property are incorporated by reference for all purposes.
- R. **TAXES.** Organizer will pay all applicable taxes, local, county, state or federal, in connection with the Event and Event performances, exhibitions or entertainment, and will furnish City all necessary information in order that the City may report the transactions to the Federal

Government. Organizer is responsible for the collection and reporting of all taxes due any governmental entity for the sale of tickets or sale of other taxable items and Organizer agrees to indemnify and hold harmless the City from and against any and all claims arising out of the collection and/or reporting of taxable sales occurring on connection with the Event.

- S. **PAYMENT OF COPYRIGHT CHARGES.** Organizer assumes all liabilities and costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devices, processes or dramatic rights used on or incorporated in the conduct of said Event; and **Organizer indemnifies and holds harmless City** from all damages, costs and expenses in law or equity for or on account of all claims arising out of the use of any patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used by Organizer, and all claims arising incident this Agreement.
- T. **GIFTS.** By City Policy, City Employees are prohibited from accepting gifts of any type from vendors. If Organizer or their company customarily sends a token of appreciation to customers, the City asks that Organizer not send any item to City employees or offices. There are numerous worthy organizations in the community that would be happy to receive such items, and will be able to see they go to people in need.
- U. **ATTORNEY'S FEES.** In the event City requires the services of an attorney to pursue any of the remedies available under this Agreement against the Organizer, including the filing of a lawsuit and Organizer is determined by a court of competent jurisdiction to be in default hereunder, the Organizer shall pay all costs and expensed, including but not limited to, reasonable attorney's fees, incurred by the City in the enforcement of this Contract. The same rights shall accrue for the benefit of Organizer.
- V. **HEADINGS.** Paragraph headings are for convenience and will not be construed as substantive provisions of this Agreement.
- W. **ENTIRETIES.** Should any clause, paragraph, sentence or section of this agreement be determined to be void, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall not be rendered void and unenforceable as a result but rather shall remain in full force and effect.

3. SAFETY AND SECURITY

- A. **OBSTRUCTIONS.** Roads, pathways, sidewalks, entrances and points of ingress and egress will be kept unobstructed by Organizer, and shall not be used for any other purposes than public ingress or egress. Grounds sidewalks and walkways may not be obstructed.
- B. **ORGANIZER RESPONSIBILITY.** Organizer will not bring or permit anyone to bring or keep anything onto the Property that will or may increase the fire hazard or adversely affect the Property. Organizer will not bring any personal property onto the Property or place or put up any decorations that may damage Property without the consent of the Parks and Recreation Department Director. City reserves the right at any time to require Organizer to remove from the Property any animals, furniture, fixtures, wiring, exhibits, or other thing in its sole discretion.

4. PHYSICAL ARRANGEMENTS

- A. **DEFACING PREMISES AND STRUCTURES.** Organizer will not cause or permit any nails or other things to be driven into any structures or trees nor any sign to be affixed without permission, nor cause or

permit any changes, alterations, repairs, painting or staining of any part of the structure or equipment thereof, nor permit to be done anything which will damage or change the finish or appearance of the structures thereof. In addition, continuing an event in the presence of rain without consulting the CITY places the ORGANIZER at risk of defacing property, incurring additional fees/charges/damages, and all City required repair labor and/or costs.

1. **Cost of Repair(s).** Organizer shall pay the cost of repairing any and all injury and damage which may be done to the premises or any of the structures or plant life thereof by any act of Organizer or any of Organizer's employees or agent or anyone visiting the premises upon the invitation of Organizer including the patrons of the attractions or function for which Organizer is hereby renting the premises hereinabove described. It is expressly agreed the Parks and Recreation Department Director shall determine whether any such damage has been done, the amount thereof and the reasonable cost of repairing the same, and whether it is one for which, under the terms of this agreement, Organizer is to be held responsible.
2. **Appeal.** The decision of the Parks and Recreation Department Director will be final unless, within **10 days** after decision is rendered, Organizer gives written notice to the Parks and Recreation Department Director of its intention to appeal the decision to the Austin City Manager. In its notice and appeal, Organizer must specify what portion of the Parks and Recreation Department Director's decision is incorrect and only those objections specified by Organizer will be considered by the City Manager on appeal. The City Manager's decision will be final.

B. **PEST CONTROL, PESTICIDES, CHEMICALS, ETC.** Organizer will not cause or permit any pesticides, herbicides, or other related or similar chemicals to be applied to any city property directly or indirectly without the written consent and approval of CITY, and as required, other regulatory agencies.

C. **POSTING OF SIGNS, ETC.** Organizer will not post or exhibit, nor allow to be posted or exhibited, signs, advertisement, show bills, lithographs, posters or cards of any description, inside or in front, or on any part of said building or ground, except upon the regular billboards provided by the City therefore, and will use, post or exhibit only such signs, advertisements, show bills, lithographs, posters, or cards upon said billboards as relate to the Event performance or exhibition to be given in the said premises in accordance with City Code; and Organizer shall take down and remove forthwith all signs, advertisements, show bills, lithographs, posters or cards of any description objected to by said City, or its Parks and Recreation Department Director.

1. In general, **event related signage** shall face inward to the event patrons/grounds, and may not face externally to the non-attending public/patrons. Organizers should consult with City Code for additional information.
2. **EVENTS CLOSED TO THE PUBLIC.** If any facility or land area will be closed to public use by a special event, public notice signs must be posted **14 days in advance**. Signs shall contain information in high-contrast colors, and at a minimum must contain name of Event, Event date, Event hours and notice of impact to the public.

5. INSURANCE

- A. **Requirements:** See Attachment A
- B. In the event a policy or certificate is not provided to City in advance of the Term, this Agreement will terminate immediately and the Event shall be cancelled.
- C. City reserves the right to request additional insurance coverage as noted in Attachment A, Additional Coverages Required.

6. SPECIAL PROVISIONS. To the extent of conflict with other provisions of this agreement, the provisions in this section prevail.

ORGANIZER’S Responsibilities and Requirements. Items required or due as outlined in the special provisions section are due a minimum of **2 weeks in advance** of the Event day(s). Failure to provide these items in a timely matter may result in **immediate revocation of the Agreement** under the terms of Section 2, E. **Installation and removal of all items related to set up and take down must occur in accordance with Section 1, Facilities and Term.**

- A. **Fees, Charges, and Deposit(s) Due:** All fees, charges, and deposits are due at the time of execution as noted in Section 1, Facilities and Term.
- B. **Ticket Manifest:** A manifest shall be accompanied by payment to the City in the amounts indicated in the table below:

Rate per Ticket per Event Day	Consumer Ticket Valuation
\$1/ticket/day/person	\$1.00 - \$50
\$2/ticket/day/person	\$51.00 - \$100.00
\$3/ticket/day/person	\$100.00 +

As a best practice, ORGANIZER is encouraged to review ticketing/admission policies, procedures and clauses with their attorney and/or risk management advisors and post or notice patrons of ORGANIZER’S policies regarding adverse weather conditions which may result in suspension, delay or event cancellation.

If organizer agrees that admission to the Event will be free to the public and therefore a ticket manifest and payment (per City Ordinance) of \$1.00 per admission ticket sold for this Event will not be required.

- C. **Capacity.** Organizer will not admit to the Property a larger number of persons than the maximum capacity it will accommodate, or that can safely or freely move about in the Property and the decision of the Parks and Recreation Department Director or his designee in this respect will be final. Contingency plans for security and public services necessary for larger crowds will be filed with the City prior to the Event.
 1. **Maximum Attendance:** Organizer hereby agrees and states that attendance is estimated to be **xxxx persons at any one time.** Maximum capacity for this venue is hereby set at **xxx persons,** including onsite staff and volunteers. Organizer must be able to produce hourly admittance count to City upon demand at any time.

2. **NOTICE:** Upon fire department review (see below), events/organizers may be legally required to adjust occupancy numbers for safety. Organizers can plan ahead by plotting detailed cad-like plans with clearly and completely marked infrastructure (all items on site) and provide the information well in advance to the City.

D. **Sound Ordinance & Curfew Compliance.** Organizer agrees to comply with Chapter 8 of the Code, which limits the use of sound equipment to a maximum db level of 85 and sets the Parks and Recreation Department curfew at 10:00 p.m.

1. Organizer is required to use **premium speaker technology** such as directional and/or “flown” line arrays to minimize negative sound impact to adjacent businesses and residences.

E. **Insurance.** Organizer will provide insurance as requested. ORGANIZER should provide the insurance requirements to the insurance company so that an appropriate policy may be bound.

F. **Organizer’s Representative(s).** A representative(s) of Organizer approved by the Parks and Recreation Department Director shall remain on the premises during the term hereof and until performers and the public have left the premises.

1. Organizer will complete a list of **key Event contacts** on the prescribed form. Event Organizer MUST be on site and directly available during all times the Property is occupied by participants, vendors, contracts or the like. Contacts for key services such as public safety, vendor, and emergency services are expected to be available and on call during all times as outlined in Section 1, Facilities and Term.

CHOOSE 1

G. **A site plan is not required for this Event.**

Site Plan and Pre-Event On-Site Meeting. A cad-like (computer aided design/drawing) site plan **IS** required for this Event. At a minimum, a CAD-like Site Plan should document the following:

- i. Fence lines, pedestrian control devices, shuttle points, bike parking locations, ADA parking, CLEARLY MARKED entrance and exit points, public safety and emergency staffing positions, stage(s), booths and concessions, electrical connection points, generators, toilets, and hand sanitizing stations.
- ii. **On-Site Meeting.** Organizer will coordinate a joint meeting with the Parks Grounds Manager and Parks Office of Special Events **1 month in advance** of the Event to review Organizer provided draft site plan and all elements of the Event on site.

H. **Communications.**

- i. **Patrons and the Public:** Organizer will actively communicate the following to its patrons and the public: schedule, location, time(s), parking availability, transportation

plan(s), allowable amounts of bottled water, the exclusion of Styrofoam, alcohol and glass, a listing of “allowable” and “prohibited” items in accordance with the Agreement and Parks and Recreation Department rules. If the Organizer will permit admittance of dogs into the Event, it must be clearly communicated that they must be “on leash”, regardless of the regular status of the park.

- ii. **Staff, volunteers, and personnel:** All of Organizer’s personnel, volunteers, vendors and coordinators should be briefed on Event details, restrictions and the location of essential services (i.e. - parking, ADA parking, security, emergency services, entrances, exits and hours, recycling). Organizer shall provide all personnel, vendors, volunteers and coordinators with copies of the final approved site plan.
- iii. **City of Austin PARD Event Website information:** ORGANIZER hereby grants CITY permission to copy and to perform minor edits to promotional information from the public event marketing or website material to use in posting a short publicly viewable paragraph about the subject event on the City’s website.

I. **Concessions and Vendors.** City grants the sole and exclusive right to Organizer to sell drinks, food, souvenirs, or other legal merchandise of any sort. Organizer may lease all concession rights to any party or parties within the event grounds. Organizer must abide by all federal, state and local health requirements and obtain any required permits at the expense of the Organizer. Organizer will ensure that Temporary Food Establishment requirements and regulations are complied with.

- i. Vendors must be clearly diagrammed on the site plan in a ‘booth by booth/cart by cart’ method.
- ii. Vendor and concessionaire load in should be carefully coordinated by Organizer to minimize parking or access to grass at ALL times.
- iii. Organizer must provide City with a **list** or copy of permits of ALL permitted food and beverage vendors and, a copy of all Health and Human Services Department Issued permits for the Event.
- iv. **WATER:** Organizer should ensure vendors have ample water supplies for sale and/or distribution to the public. In addition, Organizer is encouraged to ensure that ample public free water sources are available for example on site water fountain, and where demand requires, procures and supply free and approved public water access.
- v. **TREES:** Certain permitted vendor vehicles may NOT fit under all existing trees/natural landscape, and no vehicles, machinery, or similar items may be placed under any tree canopies except as allowed through the event site plan process. Trimming may NOT be performed by anyone other than City’s forestry manager. Sighting of all large/tall vendor vehicles should be strategically considered to avoid damaging the natural infrastructure of the grounds.
- vi. **OTHER CONCESSION RELATED PRODUCTS.** Organizer is prohibited from using Styrofoam (polystyrene) decorations or display items. Use of agricultural plastic utensils and service wares are also strongly encouraged. Use of recycled paper and products is also strongly encouraged. Use of “picnic packs:” is strongly discouraged.
- vii. **ATHLETIC EVENTS.** Are urged to use reusable style “shopping bag” to prepare race packets and materials in an effort to promote reuse.

- viii. **CARDBOARD.** All cardboard boxes and packaging brought on site must be broken down and collected as part of the Events recycling program provided by the Organizer. Failure to break down boxes may result in charges against the Organizer's deposit.
- ix. **SINGLE USE CARRY-OUT BAGS.** Effective March 1 2013, City Ordinance prohibits the use of single use carry-out bags at all city property and events.
- x. **PROHIBITED PRACTICES:**
 - i. Vendor units, grills, trailers that produce continuous heat from a **chimney or exhaust fan**, or barbeque grills MAY NOT be located under tree canopies. They are damaging to the natural environment and health of the tree.
 - ii. **Staking is not allowed.**
 - iii. **NO GLASS OR STYROFOAM.** Organizer is prohibited from selling or using glass or disposable Styrofoam (polystyrene) containers. By CODE, glass exclusion includes all products, merchandise, and/or novelty items containing any glass.
 - iv. **PACKAGING RESTRICTIONS** – samples, merchandise and items for sale should be removed from plastic and/or paper packaging and recycled or disposed of accordingly IN ADVANCE. Organizer is expected to actively manage sales, samples and vendors to strictly enforce this policy to prevent litter and help “green” the Event. Items which are fragile or delicate in nature are exempted from this regulation.

CHOOSE OPTION BASED ON APPLICATION

- J. **Alcoholic Beverages.** Organizer is **NOT ALLOWED** to sell or distribute beer, wine or any alcoholic beverages.
 - 1. Provide a copy of Liquor Liability Insurance.
 - 2. Provide an approved permit from the Texas Alcoholic Beverage Commission (T.A.B.C.)
 - 3. Licensed Peace Officers **must** be a component of the overall security plan, in addition to any private non-licensed security company staffing.
 - 4. Organizer agrees to indemnify and hold harmless the City of Austin from any and all damages, costs and claims arising incident to sale of alcoholic beverages.
- K. **Moonwalks/Rockwalls.** Moonwalks are allowed at the Event but must be permitted by City in advance, and clearly diagrammed on the site plan. All companies **MUST** have valid commercial general liability insurance on file with the City and be licensed by the State of Texas to operate. **Water slides, miniature train or other amenities are prohibited.**
- L. **Smoking, and Fire/Burning, Pyrotechnics, Flame Effects or Fireworks.**
 - 1. By **ordinance** there is **no-smoking** allowed at any park properties unless a City Council authorized designated smoking area is created for events with 1000 or more people per the adopted rules.
 - 2. Organizer **shall publicize and enforce** no smoking on site during all terms of the event contract, unless a City Council approved designated smoking area is approved, in which

case Organizer shall enforce no smoking on site in areas outside the designated smoking area .

3. **Burn Ban:** If in effect at the time of contract negotiation/execution. Burning of all solid fuels is prohibited by City Ordinance.
4. Pyrotechnics or flame effects on city property require inspection and permitting from a number of city entities depending on size and scope. Please indicate your interest in pursuing the demonstration of pyrotechnics on site. Pyrotechnic displays will ONLY be allowed if fully vetted and permitted by all affected departments.

M. **Utilities: Water and Electricity.** Organizer must coordinate electric and available water needs through the Parks Grounds Manager as shown in the site plan at least 30 days in advance. Failure to coordinate in advance may result in the loss of access to electrical services on site. Licensed electricians are required for all electrical work.

- i. A copy of the license must be provided. In addition, during the on-site meeting, Organizer must request, review and coordinate the unlocking or availability of all existing electrical needs or installations by Austin Energy, which are billable post event to organizer.
- ii. **NO PERMIT REQUIRED** - Edison style plug to receptacle installations, and cam-lock installations do NOT require an City of Austin electrical permit.
- iii. **PERMIT REQUIRED** - Any “tie-ins”, “pig-tail” or bare wire to post/wire connection must be performed under an electrical permit by a licensed electrician.

CHOOSE 1

N. **Road Closures:** No road closures are required for this event.

Road Closures are required for this Event. Organizer must provide an approved permit for a street closure, and closure map. Organizer reserves the right to request modification of street closure plans to accommodate the business needs of neighboring events centers. Organizer SHOULD clearly inform City of any changes to road closure plans at all times. In addition, Organizer SHOULD clearly communicate, take feedback from and consider input from neighboring event centers.

- i. **Auditorium Shores:** Events at Auditorium Shores are required to hire officer required by APD Special Events to manage traffic at the intersection of 1st and Riverside Drive to manage pedestrian flow and vehicular traffic.
- ii. **Fiesta Gardens West End:** Event organizer is required to hire APD Special Events to manage no parking compliance along Nash Hernandez Road and/or staff enough event staff to stand off the right of way to patrol and message to attendees about “no parking” zones.

O. **Transportation, Shuttle Service and Parking:** City, through its Parks Department agrees to make available direct onsite parking for this Event for staging and production related purposes.

A comprehensive transportation plan must be assembled by Organizer, and is subject to City review and modification if requested.

- i. **Area Public Parking.** Parking or promotion of parking in any manner at Palmer Events Center, Townlake Center and One Texas Center is strictly prohibited unless express written permission is given by City. Permission to use or publish the availability of area garages must be secured in writing on a form prescribed by City.
- ii. **Parking.** Organizer must provide a comprehensive listing of approved parking facilities and capacity, along with approval letters in an effort to secure parking for patrons. Providing a comprehensive APPROVED parking listing may help mitigate provision of shuttle service and should be aggressively message to patrons. Parking should be secured for 50% of Organizer's expected attendees.
- iii. **Neighborhood(s) Parking.** Organizer must actively discourage patrons from parking in surrounding neighborhood(s) using means such as websites, fliers, informational meetings and/or fliers and the like.
- iv. **Shuttles:** Organizer may be required to provide shuttle services for patrons from secured off site locations at its expense if ample parking facilities are not available or secured in a timely manner in advance. The scope of the Event ultimately dictates whether or not public capacity exists to service event patrons. Copies of contracted parking locations and mass transit service providers must be provided to City.
- v. **ADA Parking.** Organizer must secure and provide public information to its patrons regarding designated ADA parking accommodations.
- vi. **Bicycle Transit and Parking.** Organizer is requested to provide a minimum of 50' of bicycle rack or identify and monitor a clear bike parking area to encourage alternative modes of transportation.
 - a. Bike parking areas should be documented in the site plan, and made available to public as part of the Organizer's outreach.
 - b. Bike parking areas should be monitored by Organizer to provide a secure environment for patrons, and be well space with sufficient spacing between rows to allow for bike parking while maintaining a pedestrian walkway between rows.
 - c. Organizer will monitor adjacent areas and actively discourage the use of adjacent rights of way, trees, and public infrastructure from being used as temporary impromptu bicycle racks. Visible signage is encouraged to identify designated bike parking areas.
 - d. City cosponsored events are required by resolution to provide bike parking (rack or an area) for 5% of the anticipated daily attendance.
- vii. **Mass Transit.** Organizer is required to publish and post information on the internet regarding available mass transit routes using all methods of communication available which document and guide patrons to the use of mass transit.
- viii. **Public Communications Regarding Transportation:** Organizer is responsible for making extensive advance communications with its patrons. All public communications and maps must clearly advocate the use of mass and alternative transit, including but not limited to, shuttles, biking, walking, and utilization of local

transit authority offerings. In addition, Organizer must extensively message free and paid parking locations, and access routes.

- ix. Organizer is responsible for providing supervision of all event parking areas throughout the Event.

P. **Fencing:** Fencing is mandatory for events where alcohol is sold or consumed. Fencing installation and removal must occur in accordance with Section 1, Facilities and Term. For fenced events, fencing installation must account for crowd assembly at gate and ticketing areas, and provide a setback that promotes safe assembly and movement on the grounds and area(s) adjacent to rights of way for entry, exit and assembly activities.

- i. Fencing installation and removal should include a visual inspection of the grounds to remove wire clippings and product that may have become dislodged or dropped from the fencing installation process.

Q. **Fire Prevention**

- i. **Emergency Exit signage** shall be installed over each entry/exit gate, including emergency or “blow out” gates, and must be illuminated after dusk. Signage shall be installed with the lowest edge higher than eye level with a clearly legible font.

- ii. **Scheduling inspections/review.**

- 1. No later than 4 weeks prior to the first event date, report to AFD Fire Prevention offices and pre-pay for the event inspection. If the event infrastructure is not COMPLETELY installed by the scheduled inspection date/time, additional and/or higher fees may apply.
- 2. After paying, call fire prevention at 974-0160 to schedule a fire inspection/visit no later than the night before the first event date. **NOTE:** If the event infrastructure is NOT completely installed at the time of the visits, additional after hours fees may apply.

- iii. **Tents** with sides over 400 square feet, and canopy-only tents over 700 square feet require Austin Fire Department inspection and approval. **ALL tents** should be shown on site plan, and sub site plans submitted for each tent requiring inspection as noted above. Organizer must contact the Austin Fire Department Emergency Prevention Division. Overall event site plan, and sub site plans should be submitted to the Fire Department in Advance.

- 1. **Tents may NOT be staked, and must be weighted and secured by sand bags and/or water barrels.** Exceptions may be considered at the SOLE discretion and of the Site Manager under extenuating circumstances. **Damage to any infrastructure will be deducted from Organizer’s deposit.**
- 2. IF a WATER TRUCK will be brought on site, Organizer must coordinate with park site manager to determine acceptable routes as to avoid infrastructure, and to offer to coordinate a mutually agreeable time with Organizer and park site manager to co-coordinate water truck movement within the park grounds.

- iv. **Fire Extinguishers** as required by the Austin Fire Department shall be on site.

- a. **Type 2A10BC fire extinguishers** with current inspections should be at all concession stands/food trailers where cooking/preparation of food is conducted.

- i. In addition, **Type K fire extinguishers** should be present at all food preparation locations which include frying.
- b. **Propane:** Shall follow established guidelines by the Austin Fire Department.

- R. **Public Safety Plan and Approval Process:** Organizer will secure and provide a copy of an **APPROVED** public safety and security plan that utilizes licensed public safety personnel, and private security staff as recommended and approved by City of Austin public safety staff. Security staff must have the ability to communicate with City of Austin Public Safety Personnel in the Event of an emergency.
- i. Security Plan and Draft Site Plan must be provided to and approved by the Austin Police Department. Organizer must provide the following:
 - a. Provide a site plan noting security staffing locations
 - b. Provide a copy of all security contracts (licensed and non-licensed)
 - c. Provide a copy of the complete staffing plan and “show-up” times
 - ii. All Event security **must be in a uniform** at all times, and clearly visible and available to patrons and City staff upon request.
 - iii. It is expected that Event security proactively engages in crowd management activities inside and immediately outside of the Property including but not limited to safety patrols, crowd ingress and egress, and crowd movement across adjacent sidewalks.
- S. **Emergency Medical Services Plan and Approval Process:** Organizer will secure and provide a copy of an **APPROVED** Emergency Medical Services Plan utilizing Emergency Medical Technicians (EMT’s), or as allowed by the Emergency Medical Services Department.
- i. Plan must be approved by the Special Events Operations Staff of the Emergency Medical Services Department.
 - a. **Prescribed form:** Applications for review of Organizer’s plan may be found on the City of Austin website, select the EMS Department.
 - ii. Stationary Emergency Medical Services provided by Organizer must be clearly communicated and documented on the Event site plan(s) made available to the public and patrons.
 - iii. The location of any **stationary** emergency medical services operations on site at the Event must be clearly visible and marked with signage indicating “First Aid”, or utilizing the universal symbol for first aid. Sign must be 2’x2’ in dimension or greater, and not less than 6’ higher than ground level. Signage may be posted on a medical tent provided by Organizer, provided the bottom edge of the signage is no less than 6’ higher than ground level. On site Emergency Services “units” or “ambulances” will be considered signage.
- T. **Inclement Weather and Event Cancellation/Delay Protocol:** Organizer must submit a written **inclement weather plan** which documents the process of activation for Organizer’s personnel, contractors, staff, and patrons, and communication with City. Inclement weather plans should contain informational about use of local media, email, and public outreach systems.

- i. If inclement weather conditions occur POST-EVENT day(s), and the department concurs (in writing) that an extended load out period is required to protect public property, there shall not be additional take down fees assessed.
- ii. If inclement weather conditions surface PRE and DURING event day(s), and where ORGANIZER has **not chosen** to suspend, delay and/or cancel the event day(s) to proactively protect public property, all additional take down days required for any clean up/restoration activities required by CITY, including each additional day until the grounds are fully restored to pre-event conditions (whether open to the public or not), a take-down fee per day shall be assessed in addition to the aforementioned fees.
- iii. **Inclement weather may lead to suspension of cancellation of the event to protect public property.** It is strongly recommended ORGANIZER consult with their insurance carrier and risk manager for appropriate business protections, as well as clauses and/or notices to all vendors/contractor agreements that adverse conditions may require a delay in removing property from the grounds.
- iv. Upon receiving as little as **¼" (one quarter inch)** of rain event organizer should take immediate action to activate rain plan and grounds protections such as restricting cart traffic. At this time, PARD and the City public safety representatives should be contacted to begin discussions related to event safety, further activation steps/triggers by organizer for advanced/additional adverse scenarios.
- v. Receiving **.5" (one-half inch) of rain or LESS** in a single day or sustained over a period of days (for example during load-in period) will likely make park grounds unusable for event purposes of any nature until sufficient time and/or environmental factors allow conditions of public grounds to become safe and sustainable for event use. The City shall make this determination in its sole right as property manager to ensure protection of life, property and ensure safety. Organizer will be contacted to discuss existing conditions on site, and the City's minimum situation report and requests for action will be presented.
 - a. **Example items which may be required of Organizer:** Extend/continue overnight security at organizer expense to continue protecting grounds, delay vendor load in/out (ORGANIZER should ensure vendors are noticed in advance and plan ahead), manage messaging to event patrons and local media, suspend all approved vehicle/cart traffic, Immediately deploy rain/weather plan resources (ex. pine or cypress mulch, staffing, etc), and/or closure of areas or locations within the event.

DELETE IF NOT A WATER, CANOE OR SWIMMING EVENT

- U. **Water Use or Entry Events – Water Safety Plan Required:** Events that utilize water for any part of their course must prepare and submit a Water Safety Plan to the Parks and Recreation Department Aquatics Division Manager, the Austin Fire Department Dive and Rescue Team, and the Austin Police Department Lake Patrol Offices in conjunction with the grounds Emergency Medical and Security Plans. At a minimum, plans presented to Aquatics and Lake Patrol must include:
 - i. Site Plan of the grounds, and water areas, showing security and emergency services location(s).

- ii. Provide a copy the EMS and Security Plan
- iii. Finish Line Triage, Ambulance Transport plan, Hospital notification plan, swim course marking plan, participant marking plan, swimmer accountability plan, missing swimmer action plan, certified life guard staffing, provisions for non-motorized water craft, Lake Patrol staffing, emergency alteration plan if flow/weather conditions adversely affect water flow.
 - a. It is strongly suggested that Organizer hire lifeguards in EXCESS of the number of guards in the approved plan. “No shows” or not having the approved number of guards are reason for cancellation of the water portion of the Event by City personnel.
- iv. Copy of Agreement with the Lower Colorado River Authority (LCRA) to increase/decrease water levels as required by the approved Water Safety Plan.
- v. Notification of affected public and private access ramps, and concessionaires (copy of notification required) as per the signs/notification clause in this agreement (14 days).

V. **Portable Toilets and Hand Sanitation:** Organizer will provide portable toilets in an amount not less than 2:500 attendees. In addition, the greater of 20% (1:5 ratio) of portable toilets, and at any time no less than 1 ADA accessible rated portable toilet must be on site. Service contract must include portable toilet cleaning prior to start of the Event day. Portable toilets must be removed by the time the Organizer’s contract expires, as noted in Section 1, Facilities and Terms.

- i. Separate portable toilets will be required for both entertainer(s), and food handler’s areas.
- ii. Hand sanitation stations shall be provided at all portable toilets installations of 2 or more toilets.
- iii. Required plan must include a clearly documented DAILY servicing plan for multiple day events, which also includes pumping from hard surfaces to avoid driving onto park grounds.
- iv. Some Parks have standard allowable placement locations for portable toilets. Please consult in advance before ordering and siting portable facilities.
- v. **Note - Auditorium Shores** – if the public restrooms adjacent to the shores will be closed to the public and fenced off, Organizer must provide 2 portable units for public use in the area next to the water stop/trail sign OUTSIDE of the fenced area.
- vi. City reserves the right to request and approve adjustments to portable toilet services depending on Event size, scope, and details.

W. **Waste Management, Litter Control and Recycling Services:** Organizer will provide a comprehensive waste management plan for the Event which includes litter control personnel, trash receptacles, recycling and required dumpsters. Organizer will inform all vendors and concessionaires of recycling availability, and require compliance with the Event waste management plan.

- i. Organizer must provide a copy of all contracts and plans for service(s).

- ii. **Litter Control:** Organizer must provide event hour litter control which actively collects and controls grounds litter. Organizer may NOT pick up trash solely after the event. Litter control is not limited solely to leased property. It is expected that Organizer also pick up litter from affected areas, pathways, bridges, trails and similar areas.
 - a. **Multi-day Events** are required to clean all parks and surrounding areas of litter and debris **daily**.
 - iii. **Waste Management.** All waste, trash, litter and debris must be removed in accordance with the terms in Section 1, Facilities and Terms. Failure to comply may result in charges to Organizer.
 - iv. **Recycling.** Organizer must provide services for and actively promote recycling activities. All plastic bottles, aluminum cans, and cardboard **MUST** be recycled. Education of vendors and participants is a necessary component to a successful recycling program.
 - a. **CARDBOARD.** All cardboard boxes and packaging brought on site must be broken down and collected as part of the Event recycling program provided by the Organizer. Failure to break down boxes may result in charges against the Organizer's deposit.
 - v. **NO GLASS CONTAINERS OR STYROFOAM.** Organizer is prohibited from selling or using glass or disposable Styrofoam (polystyrene) containers.
 - vi. **OTHER CONCESSION RELATED PRODUCTS.** Organizer is prohibited from using Styrofoam (polystyrene) decorations or display items. Use of plastic bags should be discouraged. Use of agricultural plastic utensils and service wares are also strongly encouraged. Use of "picnic packs" is strongly discouraged.
- X. **Post Event Clean-up.** Organizer will provide clean up after the Event including all Event site(s), designated parking areas and the immediately adjacent impacted neighborhoods streets. Post event clean up should include a walk/sweep of the grounds to remove items typical of large special events such as zip ties, wire clippings, nuts/bolts, can tabs, etc. **(If Auditorium Shores)** Including but not limited Butler Park, Palmer Events Center, the Long Center, Pfluger Bridge, and the areas along Riverside Drive between Lamar and 1st Street.
- Y. **Grass Permits and Park Grounds Protection.** By LAW, Grass Permits are required for all vehicles that **drive and/or park on parkland at any time (vendors, deliveries, trucks)**. Permits must be visibly displayed in the driver's side window at ALL times. Infrastructure, vendor and concessionaire **load in/load out** should be carefully planned.

i. NOTICE:

- Grass permits (FORM) must be completed in advance of the event. Unless prudently impossible, load-in and load-out activities are to be conducted by hand carry or carting methods from existing paved surfaces and contracted parking areas.
- NOT all requests may be permitted.
- In the event of RAIN, City may limit or fully restrict drive-on access to the Property.

ii. BEST PRACTICES:

- **IRRIGATED park land** is subject to the irrigated park land policy and procedures documents.

- Organizer should visually and attentively monitor driving patterns and paths OF APPROVED GRASS access vehicles to avoid, sprinkler lines, tree canopies and root zones, and to minimize angled and sharp turns which may damage turf. Organizer is expected to coordinate a well-managed load-in and load-out of all contractors, vendors and concessionaires, encouraging “carry-in” at all times possible.
- ORGANIZER should provide or require vendors/concessionaires “garden wagons” or utility trailers for vendors/concessionaire use.
- ORGANIZER should provided adequate subcontractor and vendor training in advance, and contract for sufficient load in time to allow for a methodical load in from existing paved surfaces.
- Organizer at no time will permit anyone to **park on grass for convenience**, or without a permit.
- Organizer will coordinate, direct, and undertake all efforts while on site to assist employees, vendors, contractors and the like from driving over, striking, or otherwise damaging sprinkler heads and/or infrastructure, including leaving excessive tire tracks from unguided deliveries and contractor vehicles.
- In rain events, CITY may restrict all vehicle movement until further notice.

iii. **Prescribed form:** Less will complete a list of requested grass permits. They will be reviewed, modified, and approved or denied by City. Commitments to sponsors and vendors **SHOULD NOT** be made in advance of City review of requested grass permits.

Z. **Samples.** Samples MAY be given out during this Event. A sample listing of items to be handout out should be provided to City.

- i. All sample items should be REMOVED from their packaging to discourage waste and help with litter abatement. Examples of packaging that is expected to be removed includes: plastic bags, plastic shrink wrap, boxing, tags, labels or similar attachments that may easily become waste/litter, stickers on sunglasses.
- ii. Samples may NOT be glass or Styrofoam.
- iii. Use of and distribution of postcards, fliers and pamphlets should be limited.
- iv. Distribution of ANY **food samples** must be in compliance/permitted with/by local health codes.

AA. **Animal or Pet Oriented Events:**

- i. For events where animals/pets are PROHIBITED on the event grounds, notice should be minimally posted on the event website. Where a website is not present, a notice sign shall be posted at the front/entrance gate(s) to the event.
- ii. For events where pets/animals are integral or invited to be on grounds the following minimum provisions must be made:
 - b. A written plan must be submitted in the trash/litter plan documenting the animal waste clean up plan.
 - c. A contract or provision for pet clean up stations must be secured.
 - 1. Provision of water stops/areas for drinking must be included.

2. All pets MUST be on leash when in “common” or “public” areas. Animals participating in exhibitions or race events may be off leash in an enclosed or separate area.
3. Consultation with a veterinarian is encouraged.

- BB. **Park Rules:** Organizer will review and uphold posted adopted park rules as established under the authority granted by City Code Chapter 8. Park Rules are posted for public review at www.cityofaustin.org/parks.
- CC. **INDEMNIFICATION:** Organizer hereby fully indemnifies, saves, and holds harmless the City, its officers, employees, agents, licensees, and invitees (collectively called "Indemnities") against any and all liability, damage, loss, claims, demands, and actions of any nature whatsoever, on account of personal injury (including, without limitation, Workers' Compensation and death claims), or property loss or damage of any kind whatsoever, which arises or is claimed to arise out of or is or is claimed to be in any manner connected with the use of the city park(s) for the **Event**.

The undersigned declares he/she has the authority to bind the **Contracting Organization, or Legal Event Owner** for this indemnification.

CITY’S Responsibilities and Requirements

- A. **Grounds Preparation:** City, through its Parks Department will provide pre-and post- grounds maintenance in accordance with the provided fees and charges.
- B. **CITY** will schedule work orders for ORGANIZER requested electrical, water and/or other allowable services billable post event to ORGANIZER. This work will be discussed and approved by ORGANIZER during the event site walk through.

EXECUTED effective _____, 2015.

This agreement is executed by:

CITY

ORGANIZER

X: _____

X: _____

Date: _____

Date: _____

Sara L. Hensley, CPRP
 Department Director (or Designee)
 Austin Parks and Recreation Department
 CITY OF AUSTIN, a Texas home rule

Organizer Name Here
 Title
 Organization

SAMPLE