PARKS SPECIAL EVENT/ACTIVITY RULES AND REGULATIONS

I. Park Special Event/Activity Information/Rules:

1. All events/activities must be planned for and by University City residents and/or University City 501c3 non-profits.

2. Event/activity requests must be received a minimum of three (3) months in advance of the planned event/activity.

3. All fees and charges to be paid for any area(s) of the park which will be closed or inaccessible to the general public (pavilions, outside restrooms, playground(s), athletic fields, sand volleyball courts, basketball courts, tennis courts, skate parks, trails, parking lots, and/or park grounds) will be charged to the permittee.

4. All Park Rules and Regulations apply during rental of the Park/Facility.

5. Occupancy is limited to the amount indicated on the Permit.

6. Rental of the Park/Facility for said event/activity ONLY includes the exclusive use of the said area/location indicated on the Permit. The rental DOES NOT include exclusive use of other areas of the park that are not indicated on the Agreement (pavilions, outside restrooms, playground(s), athletic fields, sand volleyball courts, basketball courts, tennis courts, skate parks, trails, parking lots, and/or park grounds); nor does it give permittee or guest special privileges in any other part of the park/facility.

7. Park Admissions/Entrance Fees and Donations

   a) No public entry fees shall be charged by permittee (unless specifically approved and indicated on the Permit) for the purpose of granting one individual access/entry, while denying another who has not paid such fee that same access. This shall include any and all charges which may be construed or misconstrued as a general admission fee into the Park whether solicited as a donation or as some other form of gate charge.

   b) All requests for donations to be solicited within the Park and the method and manner for such solicitations and/or collections shall be subject to approval of the Director of Parks, Recreation and Forestry or his/her designee. This shall include limited areas within a park, facility, trail, etc. which may be closed to the general public during the event/activity.
8. **Site Plan**

   a) If permittee plans on bringing in equipment, booths, tents, amusement rides, inflatables, vehicles, trailers, on-site cooking, containment fencing, portable restrooms, first aid, etc. into the Park they must provide a site plan indicating the proposed layout location(s).

   b) Permittee must schedule an on-site meeting with the designated City representative(s) at his/her discretion. Permittee must call to schedule this meeting a minimum of thirty (30) days prior to the first scheduled set-up date. Failure to schedule and conduct a meeting with the designated City Representative(s) may result in cancellation of the Permit.

   c) City reserves the right to change the routes and layouts (In most locations, roads cannot be closed to traffic and permittee must provide monitors to assure the safety of participants. Participants must stay on the roads and paths, and any marking used to designate the route must be removed by the end of the day. **Markings may only be in lime or water-soluble markers that will wash away with water**).

9. **Security**

   The City is not responsible for restricting access during the event/activity. Permittee shall agree to employ at their sole expense, police and/or security officers to be present at least thirty (30) minutes prior to the beginning of the event/activity, during the entire event/activity, and up to thirty (30) minutes thereafter. The City reserves the right to and shall have the authority to stipulate a reasonable number of police and/or security officers which it deems to be necessary so as to insure the safety of the public, the premises and the Park property at all times during which the Park is used and occupied by permittee.

10. **Set Up**

    Permittee shall schedule ample set-up and take-down time. The event/activity rate may be tripled for every day permittee is in the Park for set-up or take-down which was not on the original permit. If this time extension causes the City to reschedule maintenance activities, the event will be billed for an additional operating costs incurred by the rescheduling.

    Designated City Representative(s) will direct permittee or those acting on their behalf, which move in early to cease set-up remove anything already set-up immediately. Charges shall accrue from the date the first piece of equipment is moved in (i.e. dumpsters, bleachers, stages, etc.). In the event that an early move-in date is negotiated in lieu of immediate removal of already moved-in equipment, the triple charge may then apply to any day that is prior to this negotiation.

    Permittee may load in and shall have use of the Park to decorate etc. no earlier than what has been agreed upon in the Permit.
11. **Clean Up**

   Permittee must load out and shall vacate the Park no later than what has been agreed upon in the Permit. Any items left will result in an additional day rental charge.

12. **Personal Property**

   Permittee must remove all personal property/equipment (i.e. lighting, audio/visual, tables, chairs, etc.). This includes personal property owned by permittee, as well as property borrowed or leased.

13. **Trash/Garbage**

   While the Park is equipped with trash containers, these are generally inadequate for large events. Permittee is responsible for providing additional temporary trash containers and recycling containers for the event/activity. Permittee must provide one (1) trash can and one (1) recycling container for every one hundred twenty-five (125) people, estimated attendance.

   Permittee is also responsible for the collection and removal of all garbage, litter, and debris created by the event/activity. This includes all garbage, litter, and debris placed in park trash cans and temporary containers in and around the Park area. General cleanup of grounds and the removal of all garbage, litter and debris created by the permittee must be done on an ongoing basis during the event/activity, with complete removal at the end of each day, and at the end of the event/activity by placing all garbage, litter, and debris in the designated drop boxes.

   Removal of garbage, litter and debris, temporary containers, and general park clean up around the Park should occur immediately after the actual event/activity and be completed within the scheduled permit time.

   Grease must be carried off site and disposed of properly. Waste containers can be obtained from vendors who provide trash receptacles and dump boxes. Dumping of grease in manhole outlets, storm drains, or trash and recycle containers is prohibited.

14. **Turf/Landscaping Renovation**

   All event/activities that damage turf and landscaping areas will be charged a fee to totally restore the turf/landscaped area to its original condition. Selection of required turf grass seed/sod and plant material will be at the discretion of the City.

15. **Music/P.A. System**

   Permission may be granted to have music and/or to use a PA system throughout the event/activity. City approval is based on the location with respect to neighbors, other activities in the park, the time of day requested, and the length of the use, etc. Permit will be issued through the City Manager’s office.
16. **Flagging of Irrigation & Utilities**

   a) Any installation of tents, canopies, stages, fencing, or anything which requires stakes to be placed in the ground IS PROHIBITED, unless specifically approved and indicated on the Permit. If approved, it shall be the responsibility of permittee at their costs to locate and flag all public and private utilities and irrigation. Permittee will be responsible for all damages caused to underground utilities/irrigation. Per state law, you must contact Dig Rite when doing any type of digging.

17. **Limited or Controlled Access**

   a) Locations of barriers, fencing, and other fixtures must be shown on the site plan and/or route and submitted to the designated City Representative(s).

   b) All fencing and barrier placement requires approval of the designated City Representative(s). There must be a minimum of ten (10’) feet of unobstructed exit at two (2) opposing sides of the Park.

18. **Fencing**

   a) All proposed fencing used shall be self-supporting. If stakes are allowed to be put into the ground, permittee at their costs shall be responsible to locate and flag all public and private utilities and irrigation, and the designated City Representative(s) must approve stake(s) location. Permittee will be responsible for all damages caused to underground utilities/irrigation by stakes. Per state law, you must contact Dig Rite when doing any type of digging.

   b) When fencing is allowed, fencing may be erected a maximum of twenty-four (24) hours prior to the start of the Fair and all gates must remain open except during actual event/use hours. Fencing must be taken down within twenty-four (24) hours of the completion/conclusion of the event/use. The event/activity opening, and closing does not include set-up and take-down days but is limited to the days that the public is attending the event/activity.

   c) No event/activity shall block the public’s access to a park by putting fence or any other barrier across public walkways or restricting movement from one side of the park to the other via public sidewalks. Permittee does not have permission to control public walkways. No booths, tables, signs or private security should be on the public walkways except by written permission of University City Parks, Recreation and Forestry Department and issued as part of the official permit for the event/activity.

   d) When fencing is allowed public entries into the permittee must be a minimum of ten (10’) feet wide and free of all obstructions.

19. **Utilities**

   a) If available, additional access to utilities may be provided for a fee.
b) The Park is equipped with 110V/20A power. This power is similar to a household outlet. Most major sound systems and concession equipment etc. exceed these specifications. Additional power or small generators may be brought into the Park. With prior approval from the Director of Parks, Recreation and Forestry or his/her designee, permittee may be permitted to make arrangements with a licensed electrician to bring in additional power. Permittee will be responsible for making all arrangements and paying all costs of additional power.

c) The Park is equipped with adequate lighting; however, if additional lighting is needed, additional portable lighting may be brought into most parks. Permittee is responsible for making all arrangements and paying all costs of additional lighting. Check with park staff to determine power availability.

20. **Restrooms**

While the Park is equipped with restroom facilities, these are generally inadequate for large events. As such, at a minimum, there must be one (1) toilet/urinal for every one hundred twenty-five (125) people, estimated attendance. If the estimated attendance is greater than that of the toilets/urinals on site, the permittee must provide one (1) portable restroom for every one hundred twenty-five (125) people, estimated attendance. Please be aware that if you provide one (1) portable restroom, it must meet the Americans with Disabilities Act (hereinafter “ADA”) approved. If you provide more than one (1), then 5% of the restrooms must meet ADA requirements. The City may require permittee to have an ADA site plan review.

18. **Traffic and Parking Plans**

a) The event/activity shall have associated with it a traffic (pedestrian and vehicular) management plan; which is sensitive to efforts of crowd dynamics, emergency vehicular needs, maintenance needs, set-up/take-down and possible road closure concerns associated with the activity.

b) All participant parking for the event/activity shall be accommodated by off-street parking. Permittee shall demonstrate how off-street parking will be accommodated or secured for the event/activity.

19. **Vehicle Access**

a) **Vehicles on Grass:** Event/activity vehicles will not be allowed on the turf grass Areas except where approved by the City Representative(s).

b) **Vehicle Passes:** All vehicles regardless, of their use, must have a pass showing in the front windshield when renting the Park and/or when allowed to be parked on grass areas. Vehicles without a pass may be cited and towed at the owner’s expense with no additional warning.

c) **Vehicle Passes for Trailers:** Trailers are considered to be vehicles and the vehicles must have a valid vehicle pass.

d) **Trailers on the Site Plan:** Trailers, which have been dropped (no engine or ability
to move unless hooked up to an off-site cab) must be shown on the site plan and will not require a vehicle pass. Trailers (no engine or ability to move) will be treated the same as a booth/tent/canopies (See Site Plans).

e) **Drip Pans:** All trailers and vehicles, which are a part of the event/activity, as shown on the site plan, must have drip pans placed to protect the ground from oil and grease.

f) **Emergency Vehicles:** Emergency vehicles (police, fire, or ambulance) on site to handle emergencies are exempt from these fees. If the vehicle is a part of a display, they will be treated as any other vehicle and must have a vehicle permit.

20. **Amusement Devices/Rides, Inflatables etc.**

   a) Amusement devices/rides, inflatables etc. shall be placed on approved surface areas only. Permittee will be responsible for obtaining all necessary permits and inspections and must provide proof of approval/permit from the appropriate entity/agency prior to the start of the event/activity.

   b) All proposed amusement devices/rides, inflatables etc. shall be self-supporting (sand bags, barrels, etc.). If stakes are allowed to be put into the ground, permittee at their costs shall be responsible to locate and flag all public and private utilities and irrigation, and the designated City Representative(s) must approve stake(s) location. Permittee will be responsible for all damages caused to underground utilities, irrigation, and paved areas.

21. **Booths, Stages, Risers, Arbors, Tents, Canopies etc.**

   a) All booths, stages, risers, arbors, tents, canopies, etc. shall be placed on approved surface areas only. Permittee will be responsible for obtaining all necessary permits and inspections and must provide proof of approval/permit from the appropriate entity/agency prior to the start of the event/activity.

   b) All proposed booths, stages, risers, arbors, tents, canopies, etc. shall be self-supporting (sand bags, barrels, etc.). If stakes are allowed to be put into the ground, the permittee at their costs shall be responsible to locate and flag all public and private utilities and irrigation, and the designated City Representative(s) must approve stake(s) location. Permittee will be responsible for all damages caused to underground utilities, irrigation and paved areas.

22. **Animals**

   a) All animals are subject to approval of the City Representative(s), and must be in compliance with all regulations set forth by the St. Louis County Department of Health, as well as the State of Missouri Department of Agriculture.

   b) Permittee and/or vendor must show proof of ownership.

   c) Permittee and/or vendor must show vaccination records.
23. **Fires and Fireworks**

a) Cooking fires are prohibited in the parks with the exception of barbecue grills. When using a barbecue grill, the fire box should be above the ground a minimum of twenty-four (24") inches and in the proximity of picnic areas.

b) Open fires or bonfires are prohibited in the parks as damage may result. Exceptions to this policy can only be determined, subject to appropriate requisite permits issued from the Parks, Recreation and Forestry Department and Fire Department.

c) Fireworks are prohibited in the Park.

d) The igniting, launching and/or release of celebratory lanterns are prohibited in the Park.

24. **Food and Beverages**

a) Permittee must make proper arrangements to have them delivered, unloaded, loaded and picked up. All food and beverages may only be brought in and picked up during said permit period. All items **MUST** be removed from the premises prior to the end of said permit period.

b) Permittee will be responsible for all vendors that sell at their event/activity. Responsibility includes all damage caused by vendor during set-up and take-down, as well as any other violations, and any other city, county, state, or federal license, permit, regulation, or law. All vendors associated with the event/activity must be within the boundaries permitted for the event/activity.

25. **Alcoholic Beverages**

The City may authorize the issuance of a license for the sale of intoxicating liquor for consumption on the premises where sold to the public. The license is only issued for the day(s) named in the Permit. The City has the final authority to approve or not approve an application. Furthermore, the Parks, Recreation and Forestry Department has developed and established certain rules and regulations for the sale, serving and consumption of alcoholic beverages. These rules and regulations are in addition to all liquor laws of the City, County and State.

a) The serving and consumption of all alcoholic beverages within the Park shall be contained to the boundaries of the Park.

b) Checking proof of ages is a must. Permittee understands that underage persons will be on the premises, and therefore should be aware of others making purchases for them. It is unlawful for Permittee to allow any persons under the age of 21 years old to be served. All persons serving alcoholic beverages shall be 21 years of age or older.

c) City shall have the right to introduce and implement any new rules or regulations pertaining to the liquor license at any time and Permittee (licensee) is required to
comply with those or forfeit their license if the health and safety of the general public is threatened.

d) Permittee will be required to procure and maintain, at its sole cost and expense for the duration of the Permit, Liquor Liability Insurance.

26. Vendors/Sales

a) All vendors must have a City Business License.

b) Permittee is responsible for all vendors that sell at the event/activity. Responsibility includes all damage caused by vendor during set-up and take-down, as well as any other violations of policies, and any other city, county, state, or federal license, permit, regulation, or law.

c) All vendors associated with the event/activity must be within the boundaries permitted for the event/activity.

27. Signage

a) All proposed signage must be approved by the City Representative(s).

b) All proposed signage used shall be self-supporting (sand bags, barrels, etc.). If stakes are allowed to be put into the ground, permittee at their costs shall be responsible to locate and flag all public and private utilities and irrigation, and the designated City Representative(s) must approve stake(s) location. Permittee will be responsible for all damages caused to underground utilities, irrigation and paved areas.

c) Fastening or attaching any rope, sign, banner, flyer or other object to any tree, shrub or park feature is strictly prohibited.

II. Complaint Process

Complaints received by the City relating to the event/activity will be tallied as to the nature of the complaint and sent to the permittee at the conclusion of the event/activity. If complaints are of substantial nature, the designated Parks Representative(s) will make every effort to contact permittee to resolve the situation immediately.

Complaints requiring action by the University City Parks, Recreation and Forestry Department will be referred to the appropriate staff liaison for citizen’s concerns as well as reported to the designated Parks Representative(s) for follow up.

III. Conduct/Behavior:

a) The City through its representatives, agents, and employees, reserves the right to control all event/activities and to eject any person(s) who is objectionable and causes disfavor to the rules and regulations.
b) The City through its representatives, agents, and employees, may revoke any Agreement previously granted at any time if it is determined that the application for permit contained any misrepresentation or false statement, or that any condition set for the in the policies governing the Permit is not being complied with, or that the safety of the guest/participants in the rental of the applicant or other patrons of or visitors to the Park is endangered by the continuation of such activity.

c) Permittee, its agents, servants, employees, assigns, successors, invitees, and licensees at all times agree to fully abide by all City rules and regulations.

d) Permittee is responsible to see that all event/activities are properly controlled; all rules are enforced and must always have a designated person(s) of authority on site.

e) Permittee agrees that he/she will, to the extent possible, take every action necessary to prevent any and all disorderly or boisterous conduct or immoral practices of any kind and/or about the premises by its agents, servants, employees, assigns, successors, invitees, and licensees.

IV. Application/Permit Review

a) The City reserves the right to request assistance from other departments during the review of applications/permits. This may include but not be limited to Police, Fire, Finance, and the Planning and Public Works Departments; St. Louis County Department of Health, Public Works, and Highways and Traffic; and Missouri Department of Transportation.

b) All public event/activity require an Incident Command to be setup through the Police Department.