



## CITY OF UNIVERSITY CITY DEPARTMENT OF PARKS, RECREATION & FORESTRY

### PARKS SPECIAL EVENT RULES AND REGULATIONS

#### I. APPLICATION

1. Applicant shall contact the Parks, Recreation and Forestry Department – Recreation Division to receive application packet or download information from City website at [www.ucitymo.org](http://www.ucitymo.org).
2. Completed Application, 501©3 documentation, and a non-refundable application fee (\$100.00) is submitted to Parks, Recreation and Forestry Department – Recreation Division a minimum of three (3) months prior to desired event/use date.
3. A tentative review by the Deputy Director of Recreation, Parks Maintenance Supervisor and Director of Parks, Recreation and Forestry will be conducted within ten (10) business days of receipt of Application.
4. Once all necessary information has been successfully gained by the Parks, Recreation and Forestry Department, application and accompanying documentation will be forwarded to all necessary departments for their review and consideration. If approval is gained, the application and accompanying documentation will be forwarded to the City Manager for tentative approval.
5. Once tentative approval has been given, the organizers shall complete all plans and meet with department staff to plan the event and reserve the park areas needed to support the event.
6. One (1) month prior to the tentatively scheduled event, the organizer shall submit all required materials, permits, and fees to the Deputy Director of Recreation.
7. Staff will review the materials, permits and fees and make a recommendation within five (5) business days to the City Manager on whether a special event permit should be approved or denied.
8. Final approval of a permit will not be issued until all materials, permits and fees have been successfully submitted and approved by the City Manager.

#### II FEES AND DEPOSITS

1. A non-refundable application fee (\$100.00) shall be submitted to the Parks, Recreation and Forestry Department – Recreation Division.
2. A refundable security deposit (any damage or violations of the special event permit which require additional city expenses with be retained by the City) of \$1,000.00 is due one (1) month prior to the scheduled event date.

3. Permittee shall pay for all areas of the park which would be required to be closed or inaccessible to the general public (i.e. ball fields, picnic shelters, tennis courts, etc. at established rental rates) and any well-defined general open spaces.
4. Any reservation for which a Rental fee is involved, the full Rental fee must be paid in full one (1) month prior to the scheduled event.
5. Additional charges may be assessed for property damages and extended occupancy periods. Permittee shall pay all charges in excess of the Rental fee within a reasonable amount of time once damage estimates have been made. If Permittee violates any of the terms or conditions of the Agreement, the City shall have the right to immediately terminate without notice or refund, and the City may pursue all of its rights and remedies at law or in equity including, without limitation, the right to recover court costs and attorney fees.

### III REFUNDS AND CANCELLATIONS

1. Refunds of fees require advance written notice of cancellations thirty (30) days or more prior to the first scheduled Rental date. Advanced payments may be credited to a future date, as long as the scheduled permits the Activity to be rescheduled within the same calendar year. Cancellation notice of less than thirty (30) days of the scheduled Rental date will result in forfeiture of all Rental fees.
2. Approval of the Agreement will be granted with the understanding that the City reserves the right to cancel the Agreement, with or without notice, and refund all monies paid in the event the Park or areas of the Park becomes unavailable because of some physical and/or hazardous condition.
3. Any unused portion of the security deposit may be refunded to the Permittee after the Activity. However, the security deposit may be held at the discretion of the City for any period of time necessary to determine the full extent of damages.
4. If Permittee violates any of the terms or conditions of the Agreement, the City shall have the right to immediately terminate the Rental without notice or refund, and the City may pursue all of its rights and remedies at law or in equity including, without limitation, the right to recover court costs and attorney fees.

### IV INSURANCE

1. **General Liability Insurance:** The Permittee may be required to procure and maintain, at its sole cost and expense for the duration of this Agreement, Comprehensive General Liability insurance in the name of the Permittee. The need for this coverage will be based on several pre-determined criteria developed by the City and will be handled yearly basis. The insurance policy must cover, in addition to the general public, and any other individual participating in or attending the activity for which the Athletic Field(s) is rented. The General Liability Insurance shall be written by a carrier with an A:VII or better rating in accordance with the current Best Key Rating Guide, and only insurance carriers licensed and admitted doing business in the State of Missouri will be accepted. Permittee must furnish proof of coverage through

a Certificate of Insurance naming the City of University City as an additional insured along with an endorsement page, one (1) week prior to the scheduled Rental.

2. **Liquor Liability Insurance:** When appropriate, the Permittee may be required to procure and maintain, at its sole cost and expense for the duration of this Agreement, Liquor Liability insurance in the name of the Permittee. The need for this coverage will be based on several pre-determined criteria developed by the City and will be handled on a case-by-case basis. Permittee must furnish proof of coverage through a Certificate of Insurance naming the City of University City as an additional insured along with an endorsement page, one (1) week prior to the scheduled Rental.

## **V HOLD HARMLESS AND RELEASE**

In consideration of being permitted to **Rent the Park(s) for the Event**, the Permittee agrees as follows:

“No liability either express or implied, will be incurred by the City, its agents, servants, and employees, arising out of the use of the Park(s) by Permittee, its agents, servants, employees, assigns, successors, invitees and licensees, during the date and time specified in the Agreement. Permittee agrees to indemnify and save harmless the City, its agents, servants, and employees, from and against any and all liability for damages arising from injuries to persons or damage to property occasioned by any negligent acts or other omissions of Permittee its agents, servants, and employees, including any and all expense, legal or otherwise, which may be incurred by the City or its agents, servants, and employees, in defense of any claim, action or suit, irrespective of any claim that an act, omission or negligence of the City or its agents, servants or employees contributed to such injury or damage.”

## **VI GENERAL INFORMATION/RULES**

### **1. 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.

## 2. 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).**

## 3. 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.

## 4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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. An Amplified Sound Permit will be issued through the City Manager's office.

10. 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.

11. 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 require 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.

12. 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.

13. 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.

#### 14. 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 (sandbags, 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 (sandbags, 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 (sandbags, 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.

## **VII 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.

## **VIII CONDUCT/BEHAVIOR**

1. 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.
2. 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.

3. Permittee, its agents, servants, employees, assigns, successors, invitees, and licensees at all times agree to fully abide by all City rules and regulations.
4. 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.
5. 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.

## **IX ABUSING POLICIES**

The Director of Parks, Recreation and Forestry and his/her designee reserve the right to refuse any group the privilege of Renting the Park(s) due to abusing policies of the Parks, Recreation and Forestry Department or and ordinances of the City. In addition, any individual/group charged with a second occurrence of abuse may be barred from making any further reservations. If Permittee violates any of the terms or conditions of the Agreement, the City shall have the right to immediately terminate without notice or refund.

**ALL SPECIAL EVENT RULES ARE SUBJECT TO THE DESCRETION OF THE CITY. THE CITY RESERVES THE RIGHT TO MODIFY OR WAIVE ANY RULES AS IT DEEMS NECESSARY AND IN THE BEST INTEREST OF THE CITY.**

**FAILURE TO COMPLY WITH SPECIAL EVENT RULES ANS WELL AS THE CITY'S PARK RULES AND REGULATIONS MAY RESULT IN THE CANCELLATION OF THE EVENT, FORFEITURE OF ALL FEES/DEPOSITS, AND FORFEITURE OF THE RIGHT TO USE THE PARK(S) IN THE FUTURE. PERMITS ARE REVOCABLE AT ANY TIME FOR VIOLATION OF RULES, ORDINANCES, FEDERAL, STATE, COUNTY OR LOCAL LAWS.**