



Waterfront Park & Belvedere Use Policy Guidelines and Agreement for Rentals & Facility Specifications

I. APPLICATIONS & PERMIT GUIDELINES

- A. If an application is approved by Waterfront Development Corporation to conduct an event in Waterfront Park or the Belvedere, then the applicant will be a "Licensee" and will have the right to use assigned parts of Waterfront Park or the Belvedere (as determined in the sole discretion of Waterfront Development Corporation) under the terms of the application and this Policy guideline. By signing the application and this Policy Guideline, you (if you are an individual applicant), or your entity (if you are signing on behalf of a company or other organization), agree to abide by all of the Policy Guidelines stated in this document.
- B. Each person or entity ("Licensee") wishing to conduct a major event as defined by Waterfront Park & Belvedere Types of Permits & Fee Schedules, within Waterfront Park or the Belvedere shall, no less than 60 days prior to such event, submit a completed Waterfront Park & Belvedere Special Events Application.
- C. Each "Licensee" wishing to conduct a small group event, as defined by Waterfront Park & Belvedere Types of Permits & Fee Schedules, within Waterfront Park or the Belvedere shall, no less than 30 days prior to such event, submit a completed Waterfront Park & Belvedere Special Events Application.
- D. Permits are issued on a first come, first served basis. Date Requests are not considered unless the reservation deposit is submitted with the application. Waterfront Development Corporation reserves the right to reject any application or disallow any permit at its sole discretion.
- E. Licensee shall comply with any and all applicable metro government, state and federal laws and regulations and obtain all necessary permits. It is the sole responsibility of Licensee to obtain such permits. These must be submitted no later than 30 days prior to the event along with the completed application form.
- F. Licensee shall comply with the Americans with Disabilities Act and shall not discriminate on the basis of disabilities for any activity organized in Waterfront Park or Belvedere and shall provide all necessary accommodations required by law.
- G. Licensee shall accept total responsibility for (1) supervision of the event, (2) security at the event, (3) the conduct of all persons and event staff and all of Licensee's subcontractors, and (4) damages that may result to Park property.
- H. Licensee will hold harmless and indemnify the Waterfront Development Corporation and the Louisville Metro Government from and against any claims or damages to persons or property, including attorney's fees and court costs, resulting from its use of the property under this License Agreement.
- H. If Licensee uses sub-contractors in connection with the event, Licensee shall be responsible for all acts or omissions of such sub-contractors. Licensee agrees to have all sub-contracts provide that the sub-contractor will hold harmless and indemnify the Waterfront Development Corporation and the Louisville Metro Government from and against any claims or damages to persons or property, including attorney's fees and court costs, resulting from the sub-contractors use of the property.
- I. Licensee assumes responsibility for the leased premises from the first day of load in to the last day of load out.

- J. Falsification of any portion of information submitted to Waterfront Development Corporation is considered grounds for future denials of special event permits in addition to termination of the permit.
- K. Waterfront Development Corporation reserves the right to change the terms & conditions of this policy at any time.
- L. Waterfront Development Corporation personnel shall have access at any and all times to all areas of events at Waterfront Park or the Belvedere unless certain areas are excluded specifically by permit.
- M. The park hours of operation are 6am-11pm.

II. FEES, PERMITS, & INSURANCE REQUIREMENTS

- A. Licensee will submit a completed application with the required reservation deposit to ensure date reservation. This reservation deposit is applied toward the total user fee.
- B. Licensee will submit the full user fee no later than 30 days before the event for group permits, and Levels 1, 2, and 3 Major Event Permits or Athletic Event Permits.
- C. Licensee will submit the full security deposit no later than 30 days before the event for group permits, and Levels 1, 2, and 3 Major Event Permits or Athletic Event Permits.
- D. Licensee will submit the full user fee & security deposit no later than 14 days before the start of an event requiring a Commercial Media Permit.
- E. Insurance Requirements. If the event involves any of the following: 1) expected attendance is 500 or more persons 2) fireworks are to be displayed 3) alcoholic beverages are to be served, 4) carnival rides, or 5) the use of subcontractors, then Licensee and fireworks, alcoholic beverage, and carnival ride sub-contractors and all other sub-contractors must all provide proof of insurance as provided in the attached Exhibit A. If the event does not involve any of the foregoing, WDC may, in its sole discretion, require Licensee to provide proof of insurance as provided in the attached Exhibit A. WDC will advise Licensee if such insurance is required at the time Licensee makes its application.
- F. Failure to submit the required fees, insurance certificates and other necessary permits on time will result in termination of the Permit.
- G. Cancellation of payments for user fees or deposits that have been submitted to the Waterfront Development Corporation is considered grounds for future denials of special event permits in addition to termination of an existing permit.
- H. Outstanding balances due for damages by licensee resulting from previous events are considered grounds for future denials of special event permits.
- I. There is a \$50 fee for a returned check.

III. USER FEE DISCOUNTS

- A. Daily rental fees for non-profit organizations are eligible to receive a 33% discount.
- B. All non-profit organizations must submit current verification of tax-exempt status and a current roster of the Board of Directors for the organization in order to receive a discount.
- C. Security deposits, stage rental fees, electrical fees, equipment fees and restroom cleaning fees are not discounted.

IV. CANCELLATIONS

- A. Group permit cancellations other than for a major event must be submitted in writing 14 days prior to the event.

- B. Major Event cancellations must be submitted in writing 30 days prior to the event.
- C. In the event a permit is cancelled, Licensee shall be refunded the permit fee less the reservation deposit. No refund of the permit fee shall be made if the Licensee cancelled the event after the times specified in A and B above or if the permit is terminated as provided in Section VI.A.

V. SEVERE WEATHER CANCELLATIONS

- A. Licensee shall be entitled to a full refund of all payments made by Licensee for the event if Licensee cancels the event due to hazardous weather conditions. Licensee shall be solely responsible for determining whether to cancel the event due to hazardous weather conditions. Waterfront Development Corporation takes no responsibility for determining whether hazardous weather conditions exist or whether the event should be cancelled, and Waterfront Development Corporation shall not be responsible for any damage to persons or property as a result of hazardous weather conditions.

VI. EVENT SET-UP

- A. Early event set up should be completed in a timely fashion. All set up must be approved via the load in schedule.
- B. Event set-up dates and time must be accurately indicated on the application form.
- C. Applicant must submit a comprehensive load-in schedule no less than one business week prior to start of event set-up & load -in.
- D. Event set-up must match the submitted event site-plan and correspond with the load-in schedule.
- E. Non-porous, protective cover must be placed under all food and beverage operations.
- F. Adhesives and tape of all kinds are not allowed in any part of the park.
- G. Licensee is required to provide access for semi-permanent vendors at Louisville Waterfront Park to operate within their normal capacity at all times during the special event at Waterfront Park.

VII. EQUIPMENT

- A. The size, location and number of tents are subject to the approval of Waterfront Development Corporation.
- B. Tents may not be staked at Waterfront Park without the supervision of Waterfront Development Corporation due to subsurface irrigation lines.
- C. Tents may not be staked on the Belvedere; alternative methods must be used.
- D. All heavy equipment involved in the infrastructure of the special event must be included on the comprehensive load-in schedule submitted to the Waterfront Development Corporation no later than one business week prior to the event set-up.
- E. All bobcats and forklifts or similar equipment must have "turf tires."
- F. No heavy equipment is permissible in Waterfront Park without prior approval of Waterfront Development Corporation.
- G. **With respect to the Belvedere, Ted Pullen, Director of Louisville Metro Public Works has provided the following statement regarding weight limits on the Belvedere and we require you to read and initial this paragraph as part of the Belvedere Rental Application.**

Weight limits on all sections of the Belvedere are set at a maximum of 10,000 pounds gross vehicle weight (GMV). GMV is defined as the total weight of the vehicle including fuel, passengers and cargo. This limit is roughly equal to a loaded F-350 class pick-up truck. No vehicles will be permitted on any part of the Belvedere with dual rear wheel configurations. Trailers, vendor booths and any towed objects must weigh less than 10,000 pounds total. Vehicles, trailers, vendor booth and any type of towed object exceeding 10,000 pounds may not be unloaded at the foot of the Belvedere ramp and then reloaded once in place on the Belvedere.

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VIII. EVENT BREAK-DOWN

- A. Event breakdown must begin immediately following the termination of event activity. It should be totally completed by noon the day following the termination of the event or sooner unless otherwise previously arranged with Waterfront Development Corporation.
- B. Licensee agrees to restore the event area to its original state by noon the day following the termination of the event, or sooner, including but not limited to the removal of all equipment, tents, personal property, trash and debris.
- C. In the event Licensee fails to comply with this section, WDC shall undertake the clean-up activities and Licensee shall be charged \$150.00 per man-hour for such time, which amount shall be deducted from the security Deposit. (See clean-up section X)

IX. PROMOTION

- A. All promotion material must include a name and telephone number for public information other than Waterfront Development Corporation, except that television and radio advertising shall not be required to include name and telephone information.
- B. Waterfront Development Corporation staff must be notified immediately of any changes to programming so that changes to the web site listing may be changed accordingly.

X. CLEAN-UP

- A. Licensee is solely responsible for clean up of event venue & all perimeter corridors affected by public attending the event. In short, "Anything that you & your guests bring, take with you." All sidewalks, streets, parking lots, bathrooms, & surrounding park areas clearly affected by your event must be returned to their original condition.
- B. Licensee will be supplied with an ample number of special event trash containers. Trash containers for events in Waterfront Park are cardboard boxes that the licensee will erect. Events that take place on the Belvedere should request cans on the Louisville Metro Special Event Permit Application and those cans come from SWMS. Licensees are responsible for their own liners (garbage bags), 55 gallon bags work the best.
- C. Licensee must distribute the special event trash containers throughout the entire event area.
- D. Trash containers must be emptied, as needed, during the event to ensure adequate space for trash disposal and encourage use of containers.
- E. At the end of *each day* of an event, the Licensee must arrange for a clean-up operation that will collect the trash on the site.

- F. Licensee is responsible for emptying and replacing the liners of the permanent trash containers inside their event space. Again, "Anything that you & your guests bring, take with you."
- G. Levels 1,2, & 3 Major Event Permits must arrange to have a dumpster service available at the park. Waterfront Development Corporation reserves the right to require this of all other permit holders, as needed. Waterfront Staff will advise on the location of the dumpster.
- H. Any restrooms utilized by the licensee are considered leased space and licensee is responsible for the maintenance, care & cleaning of each unit both during and immediately following the event, (this includes toilet paper).
- I. Any fencing, or matting utilized by Licensee should be returned in its original condition.
- J. Waterfront Development Corporation strongly suggests that event clean up not be performed by volunteers. Volunteer clean-up operations are subject to the same standards as professional clean-up contractors.
- K. If the areas of the park affected by the licensee are not restored to their original condition immediately following an event, and completed by noon the day following an event or sooner; WDC shall undertake the clean-up activities and Licensee shall be charged \$150.00 per man-hour for such time, which amount shall be deducted from the security Deposit. If this amount exceeds the security deposit, that amount will be billed to Licensee.

XI. AMENITIES

- A. Electrical service is available in certain areas.
- B. A licensed electrician may be required to perform certain electrical hookups in the park. There are some electrical services that require hardwiring.
- C. Water and sewage services are available in certain areas.
- D. Licensee is solely responsible for all equipment and amenities utilized by event staff, vendors and patrons. This includes but is not limited to any water, sewage or electrical caps located in the Festival Plaza, Electrical Trailer, Stage, Temporary Fencing & fence posts, or the matting system.
- E. Facility capacities and infrastructure amenities listed are approximations and cannot be guaranteed.

XII. PROHIBITED ACTIVITIES

The following activities are prohibited in Waterfront Park.

- A. The use of grills, heaters, stoves, or fires of any kind under I-64, I-65 and the Kennedy Bridge.
- B. Adult entertainment activities as defined by Louisville Codified Ordinance 111.002.
- C. Transportation, release or manufacture of hazardous materials or substances.
- D. Creation of a nuisance or hazard to public health and safety.
- E. Permitting, promoting or performing illegal or immoral acts.
- F. The use and distribution of silly string, confetti, glitter, rice, birdseed and all types of stickers, spray paint, colored hairspray or any other items determined by the Waterfront Development Corporation.
- G. Use and distribution of glass containers are prohibited in Waterfront Park.
- H. Camping and/or sleeping overnight at Waterfront Park.

XIII. FESTIVAL ADMINISTRATION

- A. All members of the Licensee's staff must be identifiable as such to the public at all times during large events. The Waterfront Development Corporation must be able to contact at least one member of Licensee's staff at all times during the event.
- B. All members of the event staff must adhere to a respectable code of conduct with regard to the public, city employees and among internal event staff at all times during the festival.
- C. Licensee must have a running checklist of emergency numbers for all support services offered to the festival at all times.
- D. Standby EMS service is required for all large events.
- E. A designated command center for security and EMS, with a first aid station is required for all events expecting attendance of over 5000. The first aid station should be adequately staffed at all hours of event operation in accordance with EMS / Louisville Metro Special Event Permit Guidelines.
- F. The Licensee is required to ensure that a communication system is established between EMS, Security and Festival Administration at all times during a large special event at Waterfront Park.
- G. Licensee shall be responsible for determining whether water containers will be allowed in a controlled special event area of Waterfront Park or the Belvedere. Waterfront Development Corporation shall not be involved in such decision and shall not have any liability for any claims or injuries as a result of the Licensee's decision on this matter. Prior to Licensee making this determination, Licensee may wish to consider whether their audience would create projectiles with bottled water or soft drinks. Fountain drinks served in cups might be preferable. In addition, the Licensee should take into consideration the need for the audience to have access to water and drinks served in cups to avoid dehydration, heat stroke, or similar problems.
- H. Festival signage is required to indicate that weapons are not allowed inside a special event area at Waterfront Park.
- I. Prohibiting pets from entering a controlled special event area at Waterfront Park is a decision of the Licensee. Waterfront Development Corporation shall not be involved in such decision and shall not have any liability for any claims or injuries as a result of the Licensee's decision on this matter.
- J. Prohibiting bikes, roller blades and skateboards from entering a controlled special event area at Waterfront Park or the Belvedere is a decision of the Licensee. Waterfront Development Corporation shall not be involved in such decision and shall not have any liability for any claims or injuries as a result of the Licensee's decision on this matter.
- K. Licensee must provide emergency access lanes throughout a large event area.
- L. Licensee must provide an adequate number of portable special event restrooms and wheelchair accessible restrooms. WDC can provide a guideline upon request.

XIV. ALCOHOL

- A. Alcohol may only be sold or dispensed in accordance with state and local laws and the Licensee must obtain all necessary permits.
- B. Liquor Liability Insurance coverage is required. See Insurance Requirements.

XV. TICKETING/GATING

- A. Waterfront Development Corporation must approve all physical changes to Waterfront Park or the Belvedere, including temporary fencing. Please include on site plan submittal.

- B. Temporary fencing must be removed by noon the day following the termination of event activity unless previous arrangements have been made with Waterfront Development Corporation.
- C. If event area is gated in any way, RiverWalk access must be maintained at all times.
- D. Waterfront Development Corporation personnel are allowed to access any area of Waterfront Park or the Belvedere at anytime.
- E. Pedestrian access from the parking lots under the Belvedere via stairwells and elevators to the Belvedere down to Main Street must be completely maintained from 6am-6pm Monday through Friday. Licensee is prohibited from restricting access to or from the garages. Licensee is required to post signage if restricting access Friday 6pm to Sunday 11pm with clear alternative access instructions.
- F. Waterfront Development Corporation will receive at least thirty-two comp tickets to a ticketed event in Waterfront Park.

XVI. PARKING

- A. Personal or support vehicles of any kind are discouraged in the Waterfront Park Venues and the Belvedere at all times during the event activity. Personal and support vehicles may only be parked within Waterfront Park and the Belvedere during event activity with special permission.
- B. Parking on concrete paver medians surrounding the park is strictly prohibited.
- C. Damages resulting from parking negligence by Licensee or attendees may result in a damage deposit deduction.
- D. Waterfront Development Corporation does not provide special parking privileges in any of the surrounding pay lots. Waterfront Development Corporation may assist you in obtaining a Validation Program with these lots at your request.
- E. There may be some instances where portions of the Waterfront Park Public Parking Lots may be used exclusively for event production support vehicles. This privilege is handled on a case-by-case basis.
- F. In the situation where a Waterfront Park public parking lot has been reserved for the exclusive use by the event producer, all handicap spaces must remain available on a first come first serve basis for handicapped permit parking only.

XVII. WATERFRONT PARK GREAT LAWN USE

- A. Waterfront Development Corporation reserves the right to determine the location of programmed activity for events scheduled on the North & South Great Lawn.
- B. Licensee will be notified of the exact location that the programmed activity may be staged approximately 3 weeks prior to the scheduled event, but the exact location of the programmed activity may be changed by Waterfront Development Corporation at any time prior to set up by Licensee. A zone map is available indicating 5 potential zones for programmed activity.
- C. The Great Lawn has only one source of power; this power is not available to all zones where programmed activity is permitted.
- D. Waterfront Development Corporation has a turf protections system that licensee may be required to use for all major events programmed on the Great Lawn. Licensee must assume responsibility for the installation of the turf protection system. The installation must take place no more than one day prior to the commencement of the event and it must be taken out immediately following the termination of event activity.
- E. When merchandise sales are a component of a special event on the lawn, care must be taken to protect the turf from the walking public. Waterfront may

require licensee to position merchandise sales so that all pedestrian flow is contained on concrete or gravel mix.

- F. All food & beverage operations must be positioned so that lines form only on concrete walkways or gravel mix unless Waterfront Development Corporation approves a different arrangement in advance.
- G. All portable restroom units must be positioned so that lines form only on concrete walkways or gravel mix unless Waterfront Development Corporation approves a different arrangement in advance.

XVIII. Semi-permanent Vendors at Waterfront Park

- A. Licensee cannot restrict or relocate official Waterfront Vendors such as Wheel Fun Rentals, Sue's Hot Dogs, Mobile Ice Cream Bicycles, or Pork Rind Vendors. These vendors operate within Waterfront Park on a semi-permanent basis and shall retain the rights to operate within their specified locations. A copy of the official Waterfront Vendor permit is available for your reference.

XIX. Fireworks

- A. If you wish to plan a Fireworks display in Louisville Waterfront Park, you must notify the owners of Louisville Horse Trams no later than one week in advance of the show.

XX. Event Hours of Operation

- A. Louisville Waterfront Park and the Belvedere open at 6am and close at 11pm. Licensee agrees that all event activity (excluding setup and tear down) will take place between 6am and 11pm. Overnight camping is strictly prohibited. Requests for extended event operation hours must be submitted in writing and will be considered on a case by case basis.

XXI. Stagehand Labor

- A. Louisville Waterfront Development Corporation is interested in quality subcontractors and labor for the production of events at Louisville Waterfront Park. We believe that local labor should be used for every event so that they can easily be held accountable for their workmanship or damages that might occur in Louisville Waterfront Park. There is a local stagehand union in Louisville, Kentucky the Louisville Stage Employees I.A.T.S.E. Local 17, their contact information is as follows:

Mr. Rick Madison
Business Representative
Louisville Stage Employees
I.A.T.S.E. Local 17
119 W Breckenridge
Louisville, Kentucky 40203
Office phone: (502) 587-7936
Fax: (502) 587-3422

XXII. TERMINATION

- A. **Waterfront Development Corporation may terminate this License effective immediately for cause if Licensee falsifies any information on the application or fails to comply with any provision of these Guidelines**

or for any other reason that justifies a termination for cause. In the event this License is terminated for cause, Licensee shall not be entitled to a refund of any user fee paid.

- B. Waterfront Development Corporation may terminate this License for its convenience upon twenty (20) days written notice to Licensee if the Waterfront Development Corporation determines, in its sole discretion, that the event area is needed for a public purpose of the Waterfront Development Corporation or Louisville Metro or for any other reason as determined in the sole discretion of Waterfront Development Corporation. In the event the License is terminated for the convenience of the Waterfront Development Corporation, Licensee shall be entitled to a refund of any user fees paid.**
- C. Waterfront Development Corporation may terminate this License at any time if necessary as a result of Force Majeure (act of God, flood, strike, and similar events not within the control of Waterfront Development Corporation).**

The undersigned applicant hereby acknowledges receipt of a copy of these Guidelines, that applicant has read these Guidelines and agrees to comply with all requirements of these Guidelines.

(Print Company or Organization name)

by _____
(Sign here)
Print name _____
Title _____
Date _____

(Signature)
Applicant printed name _____
(if individual Applicant)
Date _____

EXHIBIT A

INSURANCE REQUIREMENTS

I. INSURANCE REQUIREMENTS. Prior to Licensee entering Premises for purposes of commencing this License or prior to renewal, Licensee shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Licensee shall not commence operations on Premises until all insurance required under this License has been obtained and until copies of policies or certificates thereof are submitted to and approved by WDC (who may request review by Metro's Risk Management Division).

Without limiting Licensee's indemnification requirements, it is agreed that Licensee shall maintain in force at all times during this License the following policy or policies of insurance covering its operations:

A. The following clause shall be added to Licensee's Commercial/Comprehensive General Liability Policy:

1. "WDC and the Louisville/Jefferson County Metro Government are added as an 'Additional Insured' as respects operations of the Named Insured under the License."
2. "It is agreed that any insurance maintained by WDC and the Louisville/Jefferson County Metro Government shall apply in excess of and not contribute with, insurance provided by this policy."

B. The insurance to be procured and maintained and minimum Limits of Liability shall be as follows, unless different limits are specified by addendum to the License.:

1. COMPREHENSIVE GENERAL LIABILITY OR COMMERCIAL GENERAL LIABILITY, via the Occurrence Form, with a \$1,000,000 Combined Single Limit for any one Occurrence for Bodily Injury, Personal Injury and Property Damage, including:
 - a. Premises - Operations Coverage.
 - b. Products and Completed Operations.
 - c. Contractual Liability.
 - d. Personal Injury.
 - e. Fire Legal Liability.
2. WORKERS' COMPENSATION insuring the employers' obligations under Kentucky Revised Statutes Chapter 342. Statutory Limits.
3. EMPLOYERS' LIABILITY: \$100,000 for any one Occurrence.

4. LIQUOR LEGAL LIABILITY - \$1,000,000 for any one Occurrence.

II. ACCEPTABILITY OF INSURERS. Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VIII", unless proper financial information relating to the Company is submitted to and approved by Metro's Risk Management Division prior to coverage being bound with such Insurance Company.

III. MISCELLANEOUS.

- A. Licensee shall procure and maintain insurance policies as described herein and for which WDC shall be furnished Certificates of Insurance upon the execution of the License. The Certificates shall include provisions stating that the policies may not be cancelled or non-renewed, without WDC having been provided at least thirty (30) days' written notice. The Certificates shall identify the contract to which they apply and shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the License, renewal Certificates of Insurance shall be furnished to WDC before the expiration date.
- B. Approval of the insurance by WDC shall not in any way relieve or decrease the liability of Licensee hereunder. It is expressly understood that WDC does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of Licensee.