

City of Bainbridge Park Reservation Form

<input type="checkbox"/> Willis Park	<input type="checkbox"/> Chason Park
<input type="checkbox"/> Cheney Griffin	<input type="checkbox"/> Coyle Park
<input type="checkbox"/> College Street Park	<input type="checkbox"/> Bishop Street Park
<input type="checkbox"/> Boat Basin (area in front of the Performing Arts Building) Civic Rate: \$150 Commercial Rate: \$250	<input type="checkbox"/> 5-Points Park

TYPE OF EVENT

<input type="checkbox"/> Press Event/Announcement	<input type="checkbox"/> Community Festival
<input type="checkbox"/> Unattended Display (Chason Park Only)	<input type="checkbox"/> Special Event
<input type="checkbox"/> Display	

Date of event: _____

Name of Event: _____

Time of event: _____

Estimated Number of Participants: _____ (See Page 4 for Restroom Facilities)

Organizer's Name and/or Organization: _____

Address: _____ **Phone #:** _____

FAX NUMBER: _____ **EMAIL ADDRESS:** _____

I hereby certify that I have read and examined this application and the attached policies applicable to this event.

Signed: _____ Date: _____

Applicant (Must be 18 years or older)

Reviewed and Approved: _____

Date: _____

SANITATION: Please see Page 4 of attached Policy requirements for additional information.

INSURANCE: Required for an event drawing 100 participants or more (See Page 5)

RESTROOM FACILITIES: For any event four (4) hours or more in length, portable toilets are required. One toilet per two hundred (200) persons is the ratio to determine the number needed.

Use of City of Bainbridge Parks Policy
For
Community Festivals & Special Events

Findings and Purpose

Community festivals and special events facilitate opportunities to promote tourism, showcase local talent, draw first time visitors, contribute to the economy of the community, and revitalize downtown and surrounding areas.

The City of Bainbridge recognizes such needs and the benefits and opportunities made available through community festivals and special events. Therefore the City's purpose is to facilitate within the community the accessibility to promote, coordinate and/or participate in community festivals or special events. Permission will not be given to individuals for the purpose of generating revenue.

By granting permission to use any public park, the city is not granting an entitlement to the exclusive use of said facility.

Nothing contained within this policy statement shall be construed as restricting an individual's right to promulgate religious or political beliefs from city sidewalks, parks or other city property. These activities shall be allowed at any time subject only to the following conditions:

- At no time shall the activity interfere with the normal flow of traffic (vehicular or pedestrian) within the city.
- No displays will be allowed on any sidewalks or within any city maintained park or right-of-way except as provided for within this policy.

Definitions

Press Event/Press Announcement: A public gathering which involves the use of a public park within the city limits of Bainbridge or Willis Park for the purpose of an announcement to the press, including but not limited to a political candidate. The event shall not be over one and one-half (1 ½) hours in duration.

Community Festival: A public gathering which involves the use of public parks within the city limits of Bainbridge which includes entertainment, music, arts and crafts displays and/or sales, sale of merchandise, food or any combination which requires the use of city support services over and beyond what the City of Bainbridge routinely provides under everyday circumstances.

Display: An eye-catching arrangement by which something is exhibited. For the purposes of this policy, a display will include anything left in open view for the purpose of attracting attention, conveying a message or expressing a belief or opinion.

Unattended display: A display that is not physically attended at all times by the person, group or organization that is responsible for its placement on city property.

Special event: An activity sponsored by a person, group or organization other than the City of Bainbridge requested to be held on public property designed for entertainment, competition, amusement or social, ethnic, religious and/or cultural awareness.

City Support Services: Services provided by the City to ensure that a community festival or special event is conducted in such a way as to protect the safety, health, property and security of the general public.

Length of Use: With the exception of Chason Park, a maximum use of three (3) days for each event or display per individual group or person is allowed during any six (6) month period. For Chason Park, a maximum use of thirty (30) days per event or display is allowed during any six (6) month period. A permit will not be issued to a subsequent group or individual for the purpose of continuing a previously permitted event or display.

Criteria for Evaluation

The criteria for evaluating and scheduling community festivals and special events are as follows:

- The extent to which the event contributes to economic revitalization.
- The impact and cost of the event on the public health, welfare, and safety.
- The impact and cost of the event on City support services.
- The impact of the event on the environment.
- The frequency to the same or similar event(s).
- The impact on the surrounding businesses or residences.

Application Process

The Community Development Special Events Coordinator must receive a completed special events application with the \$5 processing fee no less than thirty (30) days prior to the event. If no other event is scheduled and a person, group or organization desiring to use city property can meet all other requirements of this policy the thirty (30) days provision can be waived with the approval of the city manager.

Applications should be mailed or hand delivered to:

City of Bainbridge
Community Development
107 South Broad Street
Bainbridge, GA 39817
229-248-2000

FEE STRUCTURE

Non-refundable processing fee	\$5.00
User Fee	Free
Clean-up deposit	\$150.00
Additional per hour fee per city staff member	\$25.00
Technician and equipment rental	\$100.00

Fees may also be assessed for additional city services, but not limited to, clean-up, maintenance, streets and traffic.

The processing fee is non-refundable and should be included with the application. If the event is approved, the clean-up deposit will then be due. The clean-up deposit will be returned if the park is left in appropriate order and no damage is reported. Failure to comply will result in loss of deposit and denial of future applications.

Sanitation

It is the organizer's responsibility to make arrangements with the City for additional trash receptacles. It is the event organizer's responsibility to deposit any trash into appropriate trash receptacles following the event to warrant return of the clean-up deposit. If the size of the event requires additional dumpsters, the city will review each application and contact the organizer. It will be the event organizer's responsibility to make all arrangements and pay any fees applicable for any additional equipment or services.

Restroom facilities

For an event four (4) hours or more in length, portable toilets are required. One toilet per two hundred (200) persons is the ration to determine the number needed. In cooperation with the Americans with Disabilities Act., at least one (1) portable toilet is to be handicap accessible. It is the coordinator's responsibility to make all arrangements (drop-off & pick-up) and pay any rental fees. The city will provide assistance in determining the placement of portable toilets.

Prohibited Practices

- With the exception of Chason Park, unattended displays are not allowed.
- Games of chance, gambling and raffles.
- Direct solicitation of funds.
- Remote, battery or gas models are not allowed in Willis Park.
- Fireworks
- Alcohol
- An activity or practice that would violate or alter the passive nature of Willis Park including, but not limited to, cooking.

- Any activity which violates Federal, State, or City law, code or policy.

Electricity

Specific requirements for the use of electricity must be submitted with the application. Electricity is unavailable without written permission from the city. The city withholds the right to require an additional charge for electricity based on electric meter readings taken prior to and following each event.

Release and Indemnity

Each applicant must execute a release and indemnity agreement as provided by the city. Applicants must demonstrate that they are either personally or organizationally responsible for liability; will guarantee orderly behavior; and will underwrite any damage due to their use of the premises. Liability is assumed by the applicant in regard to any personal or property damage rising out of activities of the applicant. It is the responsibility of the applicant to read the application form completely and understand fully his/her responsibilities.

Insurance

Any event anticipated to draw one hundred (100) or more people (as determined by the city) shall be required to obtain a comprehensive liability insurance policy with a minimum one million dollars (\$1,000,000) combined single-limit coverage per occurrence for bodily injury and property damage with an endorsement naming the CITY OF BAINBRIDGE, specifically and separately, as an additional insured under the policy. Do not include any specific department or person. A certificate of insurance is to be provided to the Community Development Division no less than fifteen (15) days prior to the scheduled event. If an event is approved, it will be approved pending receipt of the insurance certificate. The insurance agency must be licensed to do business in the state of Georgia and have a Class B or better rating. The company providing insurance must provide at least thirty (30) days written notice of cancellation or termination, if such cancellation or termination of the policy is to occur prior to the indicated expiration date on the face of the certificate. In the event of any changes or cancellation in the policy, the City of Bainbridge must be notified by certified mail. Samples are attached concerning guidelines for obtaining a certificate of insurance and of the actual insurance certificate.

Sound System

The City sound system and equipment are not provided. The Community Development Division must be notified in writing of any intended use of a sound system during the event. Permitted hours for music and/or entertainment shall be from 10 a.m. to 11 p.m.

Alcohol

Alcohol consumption is prohibited.

Parking (Willis Park only)

No motorized vehicles are allowed in Willis Park (except for those made medically necessary by physical limitation). Participants must adhere to all parking regulations.

Tables and Chairs (Willis Park only)

Tables and chairs are permitted in the park. A layout of the event including the table and chair locations must be submitted with the application. Approval will be given prior to the event. Tables and chairs will not be provided by the City.

Public Safety Plan

Applications for Community Festivals and Special Events will be reviewed by the Public Safety Division to identify any public safety issues. After review, representatives of the Public Safety Division will make any necessary recommendations. Failure on the applicant's part to heed and/or implement these recommendations could result in the revocation of the permit to use city facilities.

Food Sales (Willis Park only)

Food sales must not compete with restaurants around the Square by offering substantially the same selection. The applicant must indicate that they intend to sell food and list the type of foods to be sold in the application. No cooking is permitted in Willis Park. All food vendors are responsible for contacting the Decatur County Environmental Health Department at least two (2) weeks prior to the event to obtain a temporary food service permit for Decatur County.

Alteration to Parks

Alteration to park facilities including attaching of decorations and displays are prohibited unless written permission has been given from the Director of the Bainbridge Community Development Division. Construction and installation of special service facilities must be approved in writing prior to the event. No tents are permitted inside Willis Park with the exception of city sponsored events. Damage to any structure or plant material will be billed to the organization at replacement cost plus labor. The city withholds the right to regulate placement and method of placement of items or structures in any City park.

Exceptions

These guidelines may be exempted in whole or part for City of Bainbridge or Downtown Development Authority of Bainbridge events.

For the purposes of this policy, the annual United Way fund drive, the Riverside Artsfest, Rivertown Days and Bainbridge Bikefest shall be considered city events.

Passive recreational activities such as informal family gatherings (picnics, picture taking, dog walking, etc.) are exempt from all provisions of this policy.

REMINDER

- Make sure application is completely filled out.
- Insurance liability policy is due no less than fifteen (15) days prior to event.
- Processing fee is due at the time of the application.
- Fees are due after the event is approved or at least 30 days prior to the event.
- Checks/money order should be made payable to: City of Bainbridge

Mailing and Hand-Delivery Address:

City of Bainbridge
Community Development Division
107 South Broad Street
Bainbridge, GA 39817

If you have questions, please contact the Community Development Division at 229-248-2000 for assistance.

CITY OF BAINBRIDGE
RELEASE AND INDEMNITY AGREEMENT

In consideration of participation in said special event the undersigned organization/business/group/individual hereby agrees and warrants that they shall release, defend, indemnify and hold harmless the City of Bainbridge, its officers, directors, employees and any other person, firm or corporation charged or chargeable with responsibility or liability, their heirs, administrators, executors, successors and assigns and agents from any and all costs, expenses, restrictions, claims, demands, suits, actions, proceedings, damages, liabilities, deficiencies, judgments, levies, costs or expenses including, but not limited to, attorney's fees and expenses of any kind and nature, including, but not by way of limitation, any claim for damages to property or injuries to or death of any person or persons relating to or arising from the special event or related activities, regardless of whether arising from the negligence or wrongful acts, errors or omissions of the City of Bainbridge.

Without limiting the generality of the foregoing, the undersigned organization/business/group/individual agrees that they shall reimburse the City of Bainbridge for legal fees and other costs incurred in the City of Bainbridge's defense of such claims of litigation. The City of Bainbridge shall have the right to participate in the defense of any claims or litigation and shall have the right to approve any settlement.

This release extends and applies to, and also covers and includes, all unknown, unforeseen, unanticipated and unsuspected injuries, damages, loss and liability, and the consequences thereof, as well as those now disclosed and known to exist. The provisions of any state, federal, local or territorial law or statute providing in substance that releases shall not extend to claims, demands, injuries or damages which are unknown or unsuspected to exist at the time, to the person executing such release, are hereby expressly waived.

The undersigned organization/business/group/individual acknowledges that the agreement hereby releases and discharges the City of Bainbridge, its officers, directors, employees and agents, of any and all claims, relating to any bodily and personal injuries or damages to property and the consequences thereof resulting from their participation in the said special event. I do hereby covenant with the City of Bainbridge that I, my heirs, executors, assigns and transferees will never at any future time sue the City of Bainbridge for or on account of any claim for damages arising out of my participation in the said special event or activity.

It is further agreed and understood that said participation I the special event is not to be construed as an admission of liability and acceptance of assumption of responsibility by the City of Bainbridge, its officers and members.

So signed this the _____ day of _____ 20_____

Name of Organization: _____

Signature of Responsible Individual: _____

Printed Name of Responsible Individual: _____

CITY OF BAINBRIDGE
GUIDELINES FOR OBTAINING A CERTIFICATE OF INSURANCE

Before your permit can be approved, your organization/company must provide the City with a Certificate of Insurance. Please review the following guidelines to help you obtain a certificate in a form acceptable to the City Attorney.

A comprehensive liability insurance policy with endorsement with at least one million dollars (\$1,000,000) combined single-limit coverage per occurrence for bodily injury and property damage shall name the City of Bainbridge, specifically and separately, as an additional insured under the policy. Do not include any specific department or person.

Effective date of policy listed on the certificate must cover all dates requested on the permit. The certificate must list the name and the address of the company issuing the policy. Also, the name of the first named insured as it appears on the certificate should be the same name listed on the City permit as organization or company applying for said permit. (See attached for example of certificate)

A separate endorsement page shall be included with the certificate. The endorsement legally modifies the policy to insure the City of Bainbridge. Consequently, the endorsement must include the City under "Name of Person or Organization." (See attached example of an endorsement page.)

The insurance company issuing the certificate must have a B rating as listed in A.M. Best's Key Rating Guide for insurance. This book gives an up-to-date rating of all insurance companies.

The issuing company as indicated on the certificate must also be licensed to do business in the State of Georgia. Surplus line carriers are not acceptable. The Best's Key Rating Guide also has a section that lists companies and the states where they are licensed to conduct business. The City also relies on the Office of the State's Insurance Commissioner concerning companies licensed to do business and the forms of insurance they are authorized to issue.

The company providing the insurance must provide at least thirty (30) days written notice of cancellation or termination, if such cancellation or termination of the policy is to occur prior to the indicated expiration date on the face of the certificate. The failure to provide or maintain insurance shall be considered a material breach of any permit for which it was issued.

An original copy (FAX copies are not acceptable) of the certificate of insurance and endorsement must be submitted to the Community Development Division at least fifteen (15) days in advance of the first date of proposed usage. This will ensure adequate time for review by the City Attorney.

Once approved, applicant will be notified. The original certificate and endorsement will remain on file with the City as long as the policy is in effect.