

4/23/13

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE WAIVER OF EVENT FEES FOR THE MARK MAKING FOUNDATION, THE UTC INSTITUTE OF ARCHEOLOGY, THE PARKS FOUNDATION, AND THE HUNTER MUSEUM OF AMERICAN ART FOR USE OF THE WALNUT STREET BRIDGE FOR A PARADE ON SUNDAY, MAY 5, 2013, FROM 2:00 P.M. TO 3:00 P.M.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it be and is hereby authorizing the waiver of event fees for the Mark Making Foundation, the UTC Institute of Archeology, the Parks Foundation, and the Hunter Museum of American Art for use of the Walnut Street Bridge for a parade on Sunday, May 5, 2013, from 2:00 p.m. to 3:00 p.m.

ADOPTED: _____, 2013

/mms

Mr. Larry Zehnder
Director of Department of
Parks and Recreation
1102 S. Watkins Street

Dear Larry,

After our conversation at the mayor elect's meeting at Tennessee Temple in which we discussed how might be a good way to celebrate the 20th anniversary of the reopening of the Walnut Street Bridge, a group of organizations including the Mark Making Foundation, The UTC Institute of Archeology, The Parks Foundation and the Hunter Museum of American Art have developed a plan for an appropriate event.

We are proposing a brief parade from the North end of the Bridge to the South end lead by a local high school band and the University of Tennessee at Chattanooga's train, as used in a previous parade. The selected date is Sunday, May 5 from 2 to 3 o'clock in the afternoon. The train would stage on the North viaduct and paraders would form up behind the train. Master of Ceremonies, Ms. Becky Browder would say a few words about the restoration and then introduce new Councilman Jerry Mitchell from the district where the bridge lands on the North shore. He would board the train, under conditions outlined by Chuck Cantrell of UTC. The parade would move south uninterrupted until it reached the stone plaza at the South end of the bridge where newly elected Councilpersons Chris Anderson and Moses Freeman would greet Mr. Mitchell acting as hosts for the event. A choir, provided with the help of Councilman elect Freeman would sign a song or two and then a soloist would step forward and begin a song which would be joined by additional singers prepositioned in the crowd and build to a crescendo. The three councilmen would then invite participants to a reception at the Hunter Museum at their overlook and on their front plaza with the assistance of the Bluff View Arts District representatives.

The entire event would take less than an hour on the bridge and adjacent public property. We feel that the event should be a publicly sponsored event as the councilpersons are acting as hosts and we would ask that the \$500 fee be waived. No admission would be charged, and no merchandise would be sold. They would invite other councilpersons and the Mayor to participate. We would plan a simple stand up microphone at the South end of the bridge and a few chairs for invited guests. At the end of brief remarks and music, those in attendance would be invited to the Hunter for a reception and the Hunter's Free First Sundays in which the museum is open to the general public for free.

I look forward to being able to discuss this proposal with you this morning.

Garnet Chapin

for the sponsoring groups



PERMITS AND
RECREATION

CITY OF CHATTANOOGA
DEPARTMENT OF PARKS AND RECREATION
FACILITY USE AGREEMENT

Service Request Number 33902

Applicant/Organization Name: Garnet Chapin Date: 4-15-13

Address: 313 Chambers Street

City: Chatt State: TN Zip: 37405

Home Phone: _____ Business: _____ Cell: 488-3208

Requested Facility: Walnut St Bridge Number of Attendees: 200

Purpose Event: parade Event Date: May 5, 13

Start Time: 1 End Time: 4 Hours Needed: _____ Exclusive: _____ Non-exclusive: _____

On-site contact: _____ Phone: _____

This person should be knowledgeable of all components of the meeting or event and should make contact with Facility Manager upon arrival.

FEES AND CHARGES

All rental fees must be paid in full when making the reservation.
Additional Charges may apply if terms of this agreement are violated.

Service requests SR#s are not confirmation of date requested. Payment must be made to confirm reservation request. Payments are accepted over the phone with a credit card to confirm reservations.

CANCELLATION

The City of Chattanooga may terminate this agreement in its entirety, at any time or date that is deemed necessary or desirable to do so. If the City partially terminates this agreement, user shall be entitled to a pro rata refund in an amount to be determined by the City of Chattanooga at its sole discretion.

Users must call 311 to cancel reservations. If the user cancels a reservation 30 days or more prior to the scheduled event, the user shall be entitled to receive a full refund of all fees and/deposit paid. If the user cancels a reservation less than 30 days prior to the scheduled event, the user shall have no right to receive any refund of any fees or deposits paid hereunder.

DEFAULT

If User shall at any time be in default under the terms of this agreement, the City of Chattanooga shall have the right to terminate the agreement forthwith, and thereupon user shall vacate the Facility immediately. User shall have no right to receive any refund of any fee or fees paid hereunder.

\$1,000

OFFICE USE ONLY:

Permit Fee: \$ _____ Use Fee: \$ 500 Deposit: \$ 500 Staff Initial pc

Payment By: Cash _____ Check/MO _____ Credit Card _____

Insurance _____ ABC _____ Beer Board _____ Security _____

Please return all documents requested to

City of Chattanooga Parks and Recreation
Attention: Pat Clark
1102 South Watkins Street
Chattanooga, TN 37404
(423) 643-6050

Open/Close Park Ranger: 637-5074

COOLIDGE PARK/WALKER PAVILION/CAROUSEL

Check in with Park Staff upon arrival. No Early arrivals. No grills or open flames. No Astro Jumps are allowed. No Pets. Smoking is prohibited. No Alcohol. No parking on grass. No water balloons. No food or drinks in the Carousel. No wet clothes in the pavilion or on carousel.

DECORATIONS

No loose balloons allowed in pavilion or carousel. Table top decorations only/ No glitter
No decorations or tape on windows

DAILY RENTAL TIMES

10AM – 12PM OR 1PM – 3PM (2hr. minimum)

TABLE RENTAL (EACH) \$50 (Seats approx. 14) Non-exclusive

DAILY EXCLUSIVE RENTALS - \$125 (2hr. minimum)(extra hour \$62.50)

(Includes 4 pavilion tables, 3 serving tables, 30 chairs, caterer's kitchen, microwave, refrigerator)

EVENING EXCLUSIVE RENTALS – 5PM – 11PM (only)

\$100 DEPOSIT AND \$400 FEE

(Includes 4 pavilion tables, 3 serving tables, 30 chairs, caterer's kitchen)

CAROUSEL PARTY ROOM

****CHECK CAROUSEL SEASONAL HOURS**

10AM – 12PM OR 1PM – 3PM

EXCLUSIVE BIRTHDAY PARTY PACKAGE: \$120

(INCLUDES 4 TABLES/35 CHAIRS & 3 FREE CAROUSEL RIDES FOR EACH CHILD UP TO 25 CHILDREN)

GREENWAY FARM CENTER-City Resident 15% Discount

Includes kitchen, refrigerator, stove, large conference room with 50 chairs & 10 tables

Set up, clean up, and break down of tables & chairs are to be included in rental times; Users are responsible for cleanup of the premises, removal of all trash and the return of all tables and chairs to their original positions immediately following the event. The facility is to be left undamaged including the grounds and all park property. Decorations inside the building shall be limited to table decorations. Decorations are not to be affixed to walls or ceiling. Additional charges may be assessed for failure to comply with any of the above requirements. No alcohol allowed.

HOURLY RATE: \$50 Deposit/Fee \$50 per hour

ALL DAY RATE: 9AM - 9PM \$50 Deposit/Fee \$325

Greenway Park-Special Event Fee: \$500 Deposit/Fee \$500

(Open & Close Building: Park Rangers: 423-637-5074)

PAVILION RENTALS

RENAISSANCE PAVILION –Outdoor Pavilion Daytime (2hr min.) 8 – 5PM Deposit \$100/\$50 hr

Evening(5:30pm – 10pm) Deposit \$100/\$200 fee or Table rental- (2hr min.) \$25

EASTLAKE, RIVERVIEW, RIVERMONT, JEFFERSON PARK, DUPONT, (City Resident %15 discount)

Outdoor Pavilion (2 hr min) Deposit \$50/\$30 HR or DAILY RATE- Deposit \$50/\$150 (all day)

PARK SPECIAL EVENTS

COOLIDGE PARK- WALNUT STREET BRIDGE - RENAISSANCE - ROSS'S LANDING-HERITAGE-

PARK SPECIAL EVENTS RENTAL RATE- \$500 DEPOSIT/\$500 FEE (INSURANCE REQUIRED)

)*311 Service request numbers are not confirmations. Credit card payments are accepted over the phone to confirm. Reservations are not secured without payment in full as soon as application is received. Dates are not tentatively held.**

11/9

SECTION 1 - Use Regulations:

- A. The following regulations shall terminate no later than the time and date stated herein, and said Facility shall be vacated by all persons using the same hereunder at or before such time and date.
- B. The user shall have the use of the Facility only for the purpose specified herein.
- C. The City of Chattanooga specifically requires the user to be responsible for the conduct of their guests and any third party which user hires to perform catering, provide entertainment, or any other event function.
- D. The user shall indemnify and hold the City of Chattanooga, its employees, officers, agents, successors, and assigns harmless from and against any and all claims, costs, damages, liability, expenses, losses, suits or causes of action (including reasonable attorney's fees) resulting from or in any way arising out of the user's use of the facility
- E. The City of Chattanooga reserves the right to require the user to provide a Certificate of Insurance. Any use of the facility shall be covered by liability and property damage insurance provided by the user, at the user's sole cost and expense, endorsed for the benefit of the City of Chattanooga, with insurance companies acceptable to the City of Chattanooga. The amount of bodily injury liability coverage and the amount of the property damage coverage shall be determined by the City of Chattanooga, in its sole discretion. A certificate of such insurance will be required. The user shall provide the City of Chattanooga with any required Certificate of Insurance at least forty-five (45) days prior to the event.
- F. The User agrees to comply with any and all laws, statutes, ordinances, rules, order, regulations, and requirements of Federal, State, and local governments, and all of their departments or bureaus, applicable to user's use of the Facility.
- G. The user is responsible for the safety and good order of all equipment and other property owned by the City of Chattanooga, and is liable for said equipment and other property if it is lost, stolen, damaged, or misplaced.
- H. The City of Chattanooga shall not have responsibility for equipment supplied by user or another party. The City of Chattanooga reserves the right to approve all equipment used hereunder and its use and the supplier of the same.
- I. The City of Chattanooga must approve all forms of advertising, publicity, and advertising copy when the Facility name is used. The user agrees that the establishment of a partnership with, or co-sponsorship by, the City of Chattanooga of any event or the use of City facilities will not be implied in any way unless the express written permission of the City of Chattanooga is included as an amendment to this agreement. User agrees to indemnify and hold the City of Chattanooga harmless from and against the same in accordance with Sub-Section D of the agreement.
- J. All of user's property will be promptly removed from the facility by user at the termination of the user's use of the Facility.
- K. The user shall comply with all rules and regulations that may be prescribed from time to time by the City of Chattanooga for the purpose of maintaining the safety, care, good order and cleanliness of the facility.
- M. User is to remove all decorations, food, and equipment and return the building to its original state before leaving. Any cleanup required will result in forfeiture of security deposit and may require additional charges to the user.
- N. User must provide any additional tables and chairs.

SECTION 2 - EVENTS INVOLVING ALCOHOL:

- A. Events involving alcohol requires all users to secure a license agreement with the City of Chattanooga. A minimum 45 day advanced notice is required to secure a license agreement. **Inability to secure proper license agreement, permits/licenses, or insurance agreements does not warrant a refund of fees or return of deposit.**
- B. Users who wish to serve alcohol must have exclusive use of the facility where alcohol is being served or must restrict the consumption of alcohol to a specific area such as a tent, etc. No alcohol shall be removed from the restricted areas. The users will be required to designate a responsible person who shall be on site controlling the event and responding to any concerns that might arise.
- C. The user must provide one off-duty police officer for each 50 people in attendance. Names of the security officers must be provided. The city reserves the right to cancel or delay an event if the proper security is not in place at the start of the event.

N WITNESS HEREOF, the parties have executed this agreement. The agreement constitutes the entire agreement between the parties hereto, and shall not be deemed to be modified except by written instrument signed by both parties. This agreement shall be construed, interpreted and enforced according to the laws of the State of Tennessee. The officer or representative of the user executing this agreement certifies that he or she has been duly authorized on behalf of the user and that neither the execution and deliver of this agreement nor performance of the terms and conditions hereof will result in a breach of any agreement to which the user is party, or of any federal, state or local law, rule or regulation. If any provision of this agreement is held to be invalid or unenforceable, this all other provisions shall nevertheless continue in full force and effect. I further acknowledge reading the above conditions and application and agree to abide by the terms and provisions within.

User (Print Name): _____ Signature: _____

City of Chattanooga _____