





# Request to organize an event in the Riverfront Parks

Thank you for your interest in having an event in the Riverfront Parks. Riverfront Recapture is a private, non-profit organization that is under contract with the City of Hartford and the Town of East Hartford to manage the Riverfront Parks including Mortensen Riverfront Plaza, Charter Oak Landing, Riverside Park, and Great River Park. As part of our management agreements we are responsible for ensuring all events in the Riverfront Parks are conducted in a safe manner and in accordance with local, state, and federal laws. We also strive to ensure that all visitors that come to the Riverfront have a consistently high quality experience.

# To be considered for the 2015 season, all Applications for Special Events must be received no later than April 1, 2015

If you would like to inquire about having your event in the Riverfront Parks, please contact our Events Manager at (860) 713-3131 ext. 329 or email us at <u>jurrutia@riverfront.org</u>. Proposals will be reviewed by Riverfront Recapture management to ensure your organization has the capacity, resources, and ability to comply with all of the following standards, policies, and requirements:

# **Programming Content**

The Event Organizer shall not use the Riverfront Parks in any manner that could create a negative image of Riverfront Recapture or be in any way contrary to Riverfront Recapture's mission. The determination as to whether or not a particular use by the Event Organizer could create a negative image for Riverfront Recapture is made by Riverfront Recapture management in its sole discretion.

<u>Gating and Admission</u>: The Event Organizer shall not "gate" the Event or charge admission for public viewing with the exception of registration fees charged to participants in a charity event (typically a walk or run).

# Application for a Special Event (or Amusement Permit – EH) \*

A Special Event or Amusement Permit is required for any event held on City or Town properties that requires specific City, Town, or State authorizations, as well as the use of City of Hartford or Town of East Hartford services and assets. This includes the use of all of the Riverfront parks for events and activities. The Permit is required to ensure the health, safety and welfare of event participants, residents and visitors, and to minimize the financial and legal risks to the Event Organizers and the City of Hartford/Town of East Hartford. Special events include parades, sport events, concerts, theater productions, celebrations, outings, weddings, ceremonies and fairs, among others.

#### Contract

Riverfront Recapture requires all event organizers that wish to have an event or activity in the Riverfront Parks that involves any contracted services (food, rental equipment, sound systems, generators, entertainment, or gathering as defined by municipal code) to sign an EVENT CONTRACT with Riverfront Recapture and comply with all of the policies contained herein.

# **Facility Fee**

To defray Riverfront Recapture's cost to accommodate and administer your event, event organizers are required to pay an hourly FACILITY FEE of \$200 per hour - (3 hour minimum) to have your event in the Riverfront Parks. (*Other than the Riverfront Boathouse*). The FACILITY FEE includes the entire time the Riverfront Parks will be used including the set up and break down time that is stated on your Application for a Special Event or Amusement Permit.

We appreciate your efforts to end your event on time. If your event goes beyond the scheduled DEPARTURE time, you will be charged an additional FACILITY FEE equal to 1.5 times the standard hourly fee.

# **Deposit**

A <u>non-refundable</u> Deposit representing 50% of your total Facility Fee must be received by Riverfront Recapture along with your signed Contract within 30 days of your request to have your event in the Riverfront Parks. We will reflect the Deposit amount and the Deposit Due Date on your TENTATIVE Event Contract. Once we receive your Deposit and *signed* Event Contract, we will record your event as DEFINITE. You will receive a receipt of the paid deposit along with a copy of your DEFINITE Event Contract. If Riverfront Recapture does not receive the deposit and signed Event Contract by the Due Date your request will be cancelled and the date will be released for other bookings.

Once an Event Contract becomes DEFINITE, Riverfront Recapture begins incurring costs to administer your event and we can no longer book other events/activities in the location or on the date you have reserved. If your event is cancelled for any reason, 100% of your Deposit will be retained by Riverfront Recapture to offset our costs and lost business opportunity. ALL DEPOSITS ARE NON-REFUNDABLE

#### **Payments**

Sixty (60) days prior to your event date, Riverfront Recapture requires payment of all balances due. We appreciate your prompt payments according to the terms and dates specified on your EVENT CONTRACT. We accept cash, checks, Master Card, and VISA. There is a \$50 charge for returned or NSF checks. Please make all payments to Riverfront Recapture, 50 Columbus Blvd, 1st Floor, Hartford, Connecticut 06106-1984. Riverfront Recapture will add a 1½% compounding monthly finance charge (18% annually) to all past due accounts.

# **Tax Exempt Organizations**

To qualify for tax exemption you must complete and return to Riverfront Recapture a CERT 119. All payments must be made using an organizational credit card or check.

#### **Insurance**

Riverfront Recapture requires all event clients to provide liability insurance coverage to Riverfront Recapture indicating the following coverage.

- 1. Commercial General Liability Insurance including but not limited to, products liability and complete operations, contractual liability, independent contractor, for a combined single limit of no less than \$1,000,000 per occurrence for bodily injury and property damage with a minimum policy aggregate of \$2,000,000. Such general liability insurance must be endorsed as Primary/Non-Contributory as to any insurance maintained by the Additional Insureds and have a severability of interests clause. The contracted entity expressly agrees to waive its rights, benefits and entitlements under the "other insurance" clause of its commercial general liability insurance policy with respect to the Additional Insureds. All deductibles and retentions are the sole responsibility of the contracted entity to pay and/or indemnify;
  - 2. Umbrella coverage with a minimum limit of \$2,000,000;
- 3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired vehicles for a minimum combined single limit of \$1,000,000;
- 4. Workers' Compensation-Statutory Limits & Employers Liability-with limits not less than \$500,000 / \$500,000 / \$500,000:
- 5. <u>Riverfront Recapture, Inc., the City of Hartford, the Town of East Hartford, and the Metropolitan District Commission are named as Additional Insureds</u> on the insurance coverage named above for claims arising out of the SERVICE PROVIDER's performance of the contract herein. THE UNDERLINED WORDING MUST BE SHOWN IN THE SPACE PROVIDED FOR "COMMENTS" ON THE INSURANCE CERTIFICATE.

# **Indemnity (Hold Harmless Agreement)**

The contracted entity, its subcontractors, agents and assigns shall indemnify Riverfront Recapture, Inc., the City of Hartford, the Town of East Hartford, and the Metropolitan District Commission including, but not limited to, its elected officials, its officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the contracted entity during the contracted entities' performance of the Agreement or any other Agreement of the contracted entity entered into by reason thereof. The contracted entity shall indemnify and defend Riverfront Recapture, Inc., the City of Hartford, the Town of East Hartford, and the Metropolitan District Commission including, but not limited to their elected officers, employees, employees and agents, from any and all losses or liabilities resulting from any such claim, including, but not limited to, damage awards, costs and attorney's fees.

All event sponsors are required to sign Riverfront Recapture's Hold Harmless Agreement.

#### **Service Providers**

All rental equipment, tenting, staging, lighting, and sound services must be arranged through Riverfront Recapture providers. In addition, we require that you inform us of all outside service providers that you intend to contract for your event. Outside service providers are required to sign a Hold Harmless Agreement and may be required to provide Insurance. Permission to use outside service providers is subject to review and approval by Riverfront Recapture.

#### Vending

All vending, merchandise sales, food sales, or exhibiting must be coordinated through Riverfront Recapture's standard form of contract.

All vendors must obtain a *Sales and Use Tax Permit* from the Connecticut Department of Revenue Service. The requirement to obtain a Sales & Use Tax Permit applies to individuals, corporations, partnerships, and all other business entities that will make sales in this state, regardless of the number of sales that will be made or the amount of tax that will be collected. Failure to obtain a tax permit will result in a fine of not more than \$500 or imprisonment of not more than three months, or both, for each offense.

# **Merchandise Sales**

The City of Hartford requires that all merchandise vendors obtain an Itinerant Vending License. Acting as an agent for the City of Hartford, Riverfront Recapture has been authorized to process your Itinerant Vending License Application and collect the fee. Riverfront Recapture will distribute Itinerant Vending Licenses on the day of the event. The License is to be displayed at the vendor's site prior to scheduled inspections.

#### **Food Sales**

Approved food vendors are required to obtain a Temporary Food License from the City of Hartford or Town of East Hartford and submit a copy to Riverfront Recapture.

#### Alcohol

Due to liability and legal restrictions, no outside alcoholic beverages of any kind may be brought into the Riverfront Parks by the client, caterer, or any other party. Riverfront Recapture is the only licensed authority to sell and serve liquor for consumption in the Riverfront Parks. We are happy to provide Beer and Wine Concessions at your event. All events with alcohol service require the presence of security and police, at the client's expense.

#### **Service Charge**

Riverfront Recapture is happy to assist you with the production of your event/activity. If you would like to contract our team of experienced event specialists, we can provide service for \$50 per staffing hour (Service Charge). The minimum Service Charge is \$150.

#### Clean Up

We request that you leave all Riverfront Recapture facilities in the same condition they were in when you arrived. This includes removal of all decorations, banners, and signage. Trash should be placed in trash receptacles (provided). The removal of decorations and equipment MUST be done within the contracted time reflected on your Event Contract (DEPARTURE TIME). If additional cleaning services are required after your event, we will contract for the additional service and bill you for the work.

# **Damage**

Although we don't expect that your event will create any damage to Riverfront Recapture facilities, by signing the Event Contract you agree to cover the cost of any damage or loss associated with your event. This includes the facility itself and damage, theft, or loss of any contracted rental item.

#### Flooding/Weather

The Riverfront Parks are in a flood plain and the Connecticut River floods during high water events - typically in the early spring. Flooding in the Riverfront Parks can occur at any time of year. If your event can not be held because of a flooding event, we will attempt to notify you at least 24 hours in advance and we will also be happy to reschedule your event for a later date based on availability. All contractual and financial obligations must be met regardless of flooding or weather.

#### **Parking**

Please make sure that cars are parked in clearly designated, specified parking areas. Vehicles in non-designated areas will be ticketed and towed at the owner's expense.