



## Event Policies for Riverfront Recapture Managed Parks

Thank you for your interest in having your event in the Riverfront Parks. Riverfront Recapture Inc (RRI) is a private, non-profit organization contracted by 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.

### **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.

**Gating and Admission** The Event Organizer shall not "gate" the Event or charge admission for public viewing with the exception of registration fees charged to participants in sporting or charity events. \*Unless granted prior permission by Riverfront Recapture.

### **Contract**

Riverfront Recapture requires all event organizers that wish to have an event or activity in the Riverfront Parks to enter into a contractual agreement with Riverfront Recapture and comply with all of the policies contained herein. **The Event Contract must be signed and submitted to Riverfront Recapture with a non-refundable deposit by the date specified on the Event Contract.**

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

The Event Organizer is required to obtain a Special Event or Amusement Permit 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. The Event Organizer is responsible for any fees associated with the permit or other fees the City of Hartford/Town of East Hartford impose. \*Event Organizer should confirm with RRI the date is available and should contract with RRI before acquiring a permit from the city or town.

### **Cancellation**

Once an Event Contract is executed, 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 Deposits will be retained by Riverfront Recapture to offset our costs and lost business opportunity. ALL DEPOSITS ARE NON-REFUNDABLE

### **Facility Fee**

To defray Riverfront Recapture's cost to accommodate and administer your event, event organizers are required to minimally pay a FACILITY FEE of \$300 per hour and you will be charged for a minimum of 5 hours to have your event in the Riverfront Parks. The FACILITY FEE includes the entire time the Riverfront Parks will be used including the set up and break down time. Depending on the size, scope of event, and when the event is booked the fee structure may change.

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.

### **Contract Service Charge (In addition to Facility Fee)**

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 professional services at a rate of \$50 per staffing hour in addition to the facility fee, if our staff resources are available. The minimum Service Charge is \$250.

### **Payments**

Ninety (90) days prior to your event date, Riverfront Recapture requires payment of one half (50%) of the estimated Balance Due. You will receive an invoice for this amount prior to your Event Date.

Prior to one month before your event date we will contact you to confirm final arrangements. At this point, we will make any

necessary adjustments to your Event Contract and we will send you an updated version for your review and signature. You will also receive your FINAL Invoice reflecting the balance that is due 30 days before your event date.

We appreciate your prompt payments according to the terms and dates specified on your EVENT CONTRACT. We accept cash, checks, Master Card, and VISA. 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. There is a \$50 charge for returned or NSF checks.

### **Tax Exempt Organizations**

To qualify for exemption on taxable items, you must complete and return a completed CERT 119 to Riverfront Recapture. Your Event Contract will reflect relevant taxes until the CERT 119 and supporting documents have been received. All payments for tax exempt Event Contracts must be made with 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, and 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. Event Promoter 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 Event Promoter to pay and/or indemnify;
2. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired vehicles for a minimum combined single limit of \$1,000,000;
3. Workers' Compensation-Statutory Limits & Employers Liability-with limits not less than \$500,000/\$500,000/\$500,000;
4. Riverfront Recapture, Inc., the City of Hartford, the Town of East Hartford are named as Additional Insureds 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.
5. Each insurance policy named above shall provide not less than a 30-day notice of cancellation to RRI

Riverfront Recapture INC 50 Columbus BLVD 1<sup>st</sup> Floor Hartford, CT 06016 is also be listed as the certificate holder

**\*Additional coverage (Umbrella or Accident Medical) may be required for higher risk events. RRI will advise what is required when full details of the event have been provided by the client.**

### **Indemnity (Hold Harmless Agreement)**

The CLIENT, its subcontractors, agents and assigns shall indemnify Riverfront Recapture, Inc., the City of Hartford, the Town of East Hartford 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 by CLIENT during the CLIENT'S performance of this Agreement or any other Agreement CLIENT enters into by reason thereof. CLIENT shall indemnify and defend Riverfront Recapture, Inc., the City of Hartford, and the Town of East Hartford 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 CLIENTS and contracted Service Providers are required to sign Riverfront Recapture's Hold Harmless Agreement.

### **Service Providers**

All rental equipment and tenting 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 (i.e. sound reinforcement, lighting, staging). Outside service providers are required to sign a Hold Harmless Agreement and provide Riverfront Recapture with Insurance at the insurance coverage amount that Riverfront Recapture decides is appropriate. 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 and on line registration system unless prior permission is given from Riverfront Recapture.

All vendors engaged in sales must possess or 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.

**Merchandise Vendors** - 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 Vendors** - 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. Each vendor is also required to provide an insurance certificate that meets requirements set forth by RRI.

### **Alcohol**

Riverfront Recapture possesses legal authority to sell and distribute in the Riverfront Parks. Alcohol services may be contracted through Riverfront Recapture for events in the Riverfront parks for a fee. Due to liability and legal restrictions, no outside alcoholic beverages of any kind may be brought into the Riverfront Parks by the client or any other party. All events with alcohol service require the presence of security and police at the client's expense.

### **Security**

To ensure public safety, in its sole discretion, Riverfront Recapture may require additional security at your event. If additional security is needed, Riverfront Recapture will contract professional services at the client's sole expense.

### **Walk/Run Routes**

RRI has created route options for walks and runs with varying lengths within our park system. Clients can present other options or request other options. Clients will need to select one option 60 days prior to the Event day in order for RRI to prep the route appropriately. \*Any alternative routes must be reviewed and approved by RRI and the contract service charge will be applied.

### **Clean Up**

We request that the Riverfront parks are left in the same condition they were in when you arrived. We require the client to dispose of garbage from events and place within dumpsters stationed within the parks. If RRI deems additional services are required to maintain trash and recycling materials during the event and/or clean the parks after the event, Riverfront Recapture will contract professional maintainers at the client's sole expense.

### **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**

Riverfront Recapture controls parking within the park in accordance with capacities established by the Fire Marshal. Please make sure that cars park in clearly designated, specified parking areas. Vehicles in non-designated areas will be ticketed and towed at the client's expense. \*Based on the size and needs of the event, RRI may decide arrangements for additional parking be necessary; any additional parking needs are the client's responsibility and any associated costs are at the client's expense.