



Procedures for Special Event Application

1. Applicant must submit a completed package at least ninety (90) days prior to the event date to the City Manager's Office.

The following must be submitted, if applicable, with the application package:

- \$25.00 non-refundable process fee
 - Signed Contract
 - Special Events Form
 - Diagram of the event layout (including stage, tents, tables, vendors, road closures, etc)
2. If the special event is approved, representative(s) from the event organization must meet with the Special Events Committee. The meeting date will be announced within two (2) weeks of the application's approval.
 3. The City reserves the right to approve or disapprove of special events based on available space, availability of resources, practicality of event proposed or any other legitimate basis at the discretion of the Events Coordinator and Special Events Committee.
 4. Upon approval of the event and at least sixty (60) days prior to the event date, applicant must remit \$2,000 deposit. If appropriate, this deposit will be returned pursuant to the terms of the special event contract.
 5. Alcohol is not permitted to be served, sold or consumed on City property.
 6. **CANCELLATION POLICY** Applicant must submit **in writing** to the City Manager's Office a cancellation notice at least THIRTY (30) DAYS prior to the date of the proposed special event. If the City is not properly and timely notified, the \$2,000 deposit will not be refunded.

Special Event Application Request Form

Any special event sponsor requesting municipal approvals, services, assistance and/or other support from the City of Maryville for a special event must provide the following information. Submittal of application does not constitute approval. All applications must be reviewed.

Organization Name					
Contact Name					
Phone Number(s)					
Address					
Email Address					
Is this an annual event? How many before? What location(s)?					
Name of Event					
Event Date and Hours		Set up times		Break down times	
Purpose of Event					
Description of Event					
Site for Event (list all if multiple)					
Projected Attendance		Past Attendance			
Number of Volunteers/ Staff for Event					

This APPLICATION, With a detailed site plan attached, and any other applicable documents as outlined herein, unless stated otherwise, must be remitted to the City Manager’s Office of Special Events no later than ninety (90) days prior to the opening day of the event. Application received late or incomplete may be denied.

Mail to: **Special Events Team, City of Maryville, 404 W. Broadway; Maryville, Tennessee 37801.**

If the City approves the Organization's/Applicant's application for a special event, the Applicant and Organization agree in return to abide by the following terms and conditions:

- A. Booking requests for specific dates will be made on first come, first served, space available basis.
- B. Any request for the use of City property must be made at least ninety (90) days in advance of usage.
- C. The maximum time for advance scheduling is twelve (12) months in advance of the proposed usage date.
- D. Organization and Applicant are limited to use City property for the special event a maximum of four (4) days during any twelve (12) month period. This provision may be waived upon permission from the City Manager.
- E. All special events must end by or at 10:30 p.m. Friday and Saturday and 9:00 p.m. week nights.
- F. The Parking lot adjacent to the theater is the property of Blount County and is not subject to reservations thru the application process. Permission to utilize the County parking lot must be obtained from the Blount County Mayor's Office.
- G. All events taking place on City property must be free to the public unless permission otherwise is given by the City Manager.
- H. A \$2,000.00 security deposit is required per special event request. Checks are to be made payable to the City of Maryville. The check must be received before the date is officially reserved on the City's calendar and at least sixty (60) days prior to the purported special event.
- I. Any cancellation notices must be in writing and delivered to the City Manager's Office within 30 days of the proposed event or the deposit will be forfeited.
- J. The Organization and/or Applicant are required to set-up and clean-up any facilities used unless prior arrangements have been made with the City of Maryville.
- K. The deposit is refundable and will be returned to the Applicant's address after the event if there is no damage to the facilities used and if sound, lights, police, sound technician and any other charges have been paid in full and if garbage is picked up and the property is returned clean and in compliance with other terms contained herein. If these amounts are not paid they will be deducted from the deposit and the Applicant/Organization will be billed for any additional charges or costs incurred as a result of the special event. Also, if amounts are not paid and/or are deducted from the deposit, future use of the facility will be denied.
- L. The City of Maryville will not be responsible for items stolen or lost during or as part of a special event.
- M. The Organization, Applicant and special event participants shall honor all City of Maryville rules, policies, and codes.
- N. Alcoholic beverages are prohibited on City property.
- O. The City of Maryville will not permit the use of City property for special events by minors or any organization or group comprised primarily of minors unless the use agreement is made with a responsible adult who agrees to the terms and conditions set forth by the City concerning the use of the property. Such adult must agree to be on premises at all times during the special event. The City will require a certain number of adult chaperones to be present during the entire period of the special event.

- P. Food vendors may be allowed as part of a special event at the discretion of the City of Maryville and must set up and take down their equipment according to the schedule provided by the City. The food vendors must strictly comply with this schedule or subject themselves to forfeiture of their deposit as well as being barred from participation in future City of Maryville special events.
Applicant/Organization is responsible for proper disposal of gray water/ grease.
- Q. The following information explains the electrical requirements for the City of Maryville. All activities must meet the requirements specified.
Electrical hook-ups for special events:
50amp 240volt 4 prong plug NEMA (14-50R)
20amp 120volt 3 prong plug NEMA (5-20R)
- R. All extension cords must be of 12 gauge copper with no splices and cannot be longer than 50 ft.
- S. No hard tail hook-ups are allowed. All plugs must have OSHA approved ends.
- T. All electrical outlets are of the GFCI type. Please check to ensure your equipment will be compatible. No exceptions will be made.
- U. Applicant and/or Organization will bring extra garbage bags and to take away any garbage from the premises at the conclusion of the event unless other arrangements have been made with the Public Works department. There are seven commercial garbage containers at the Theater area. Any additional receptacles needed must be brought in. Fee schedule is attached.
- V. All property, materials and other items brought in by Applicant/ Organization or in relation to the event (trailers, tents, vendors, etc.) which are not removed in the time period specified by the City will be removed at the expense of the Applicant and/or Organization and the City will not be liable for any damages to the property as a result of the removal. The Applicant and/or Organization will be responsible for cost of removal and a \$500.00 fine will be assessed which the Applicant and/or Organization hereby contractually agree to pay.
- W. If the special event involves use of the Theater in the Park, such use shall be without charge except as set forth herein and except that the Applicant/Organization shall be required to pay \$75.00 to the City's approved representative to open and close of backstage area and turn on power and lights. The representative shall further be compensated at the rate of \$35.00 per hour for his work. The representative will generally arrive one hour prior to the event's starting time as set forth above. Payment shall be made to the representative at least thirty (30) days in advance for the use of the Theater in the Park. In the event Applicant/Organization needs sound and lighting services, requests must be made through the City representative.
- X. Failure to adhere to any of these conditions will result in cancellation of the contract for use of the City property for special events, forfeiture of the security deposit, and prohibition of further use of the City's facilities for special events by the Organization, Applicant, or persons responsible for any breaches.
- Y. No vehicles or trailers are allowed inside the Theater in the Park without City approval. Public Works staff must be present (see attached fee schedule.)
- Z. No staking or penetration of grass, asphalt, or concrete surfaces is permitted on City property. Objects needing to be secured must be contained with weights or other above-surface devices.

- AA. The volume of all sound equipment for special events will be regulated by the Maryville Police Department.
- BB. Upon signing this agreement Applicant may be required to appear with a City Special Events Committee to address all issues for the upcoming event. The Applicant agrees to attend such meeting and any other required meetings and to comply with the requirements of the Committee. Fee Schedule is attached.
- CC. Applicant/Organization agrees to pay the required fees for the required services.
- DD. In the event that the City must resort to litigation to enforce any of the provisions of this contract or regarding Applicant's or Organization's use of City property for a special event, the Applicant and Organization hereby agree to reimburse the City of Maryville for its reasonable attorney fees and litigation costs incurred.
- EE. This agreement is not assignable.
- FF. Organization/Applicant hereby agree to indemnify and hold harmless the City of Maryville, Tennessee, its agents, public officials, officers, employees and authorized volunteers, from and against any and all legal actions, claims, damages, losses, or expenses arising out of the permitted event/activity or any activity associated with the conduct of the Organization's or Applicant's operation of the event, including, but not limited to, claims for personal or bodily injury, disease or death, or injury to or destruction of property, excluding claims caused by the gross negligence or willful and wanton misconduct by employees of the City of Maryville acting within the scope of their employment. Further, the event sponsor agrees to indemnify the City of Maryville and any of its agents, public officers, officials or employees and authorized volunteers for any attorney's fees and court costs incurred or to be incurred in defending any actions brought against them as a result of the use of public property or operation of the event as set forth in the application for special permit. Organization and Applicant expressly assume all risks regarding liability associated with the Special Event.
- GG. Applicant/Organization shall provide a certificate of insurance meeting the requirements of the City as set forth in Exhibit A which is attached hereto and incorporated by reference herein by a date to be determined by the Special Events Committee. Failure to obtain acceptable insurance coverage and to timely provide the required certificate of insurance shall be grounds for non-issuance or revocation of the permit, cancellation of the Special Event, and forfeiture of any deposits.
- HH. The Organization/Applicant agrees for itself and its employees, agents, or volunteers associated or to be associated with the activity for which the permit is being sought, to waive and relinquish all claims that may result in any manner against the City of Maryville, its agents, public officers, officials or employees and authorized volunteers from said sponsored event or activity, except for acts caused by the gross negligence or willful and wanton misconduct by employees of the City of Maryville acting within the scope of their employment.

I have read the above and understand and agree to these conditions. I (and all of the members of my organization, if applicable) agree to honor and abide by these conditions and understand that this is a binding contract in the event my special event is

approved. I hereby attest that I am authorized to bind the sponsor and/or its employees, agents, or volunteers associated or to be associated with the activity for which the permit is being sought, to the terms of this agreement. I have read and understand all regulations and requirements outlined herein. I/we do hereby agree to abide by all rules and regulations outlined herein. I/we hereby agree to meet all requirements for documentation, certification, licensing, financial responsibility and all other aspects of staging a Special Event in the City of Maryville, as outlined herein. I/we understand that our lack of meeting all requirements outlined herein may result in the denial or cancellation of the proposed Special Event and forfeiture of any deposits.

Agreed to:

Organization Name _____

By _____

Its _____

Date _____

Witness _____

Witness _____

Office use only

Date application received _____ Received by _____

City Services Required

Fee payments must be reconciled prior to return of deposit

Application fee received _____ by _____ Deposit returned _____ by _____

Deposit received _____ by _____ Hold notes:

Application copied to: Risk Management _____ Theater Team _____

City Sound Tech _____ Other _____

Additional permits required by the City of Maryville

Permit	Number	Approved by	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If agreement is approved by the City of Maryville,

By _____

Its _____

Date _____

Authorization is not valid until all requirements have been met.

Exhibit A
City of Maryville Insurance Requirements for Special Events

- a. A Certificate of Insurance must include the following **minimum** limits of general liability insurance coverage required for special events on City property:
 - One million (\$1,000,000) per occurrence
 - Two million (\$2,000,000) aggregate coverage
- b. The City of Maryville must be named on the Certificate of Insurance as **primary, non-contributory additional insured** under the general liability policy for the event.
- c. The Certificate of Insurance must include the name of the special event, time and date, and location of the event.
- d. The City of Maryville reserves the right to request a copy of the actual policy represented by the Certificate of Insurance.
- e. The insurance must be obtained from a company licensed to do business in Tennessee. The City of Maryville reserves the right to reject certificates of insurance issued by any company deemed by it to be unacceptable for any reason under its sole discretion.
- f. **No event will be allowed to proceed without receipt by the City of a valid Certificate of Insurance in full compliance with the above listed requirements.** Any questions regarding these insurance requirements should be directed to the City's Risk Manager, Leland Blackwood at 865-273-3430.

