



SPECIAL EVENTS DEPARTMENT POLICY

PURPOSE:

As a service to the public, the St. Louis County Department of Parks and Recreation (COUNTY) will coordinate with groups and organizations who desire to use parks or portions of parks for a special event.

POLICY:

Special events are activities which, by their attendance, large area encumbered, special needs for equipment and labor, or other unique requirements, cannot be provided through the normal operating procedures. Examples of special events previously held by outside organizations include but are not limited to: bike-a-thons, egg hunts, walk-a-thons, 5Ks, day camps, car shows, festivals, cross country meets and concerts. Exclusive use of areas (charging an entry fee or closing to the general public) is discouraged whenever possible to limit the impact on other user groups. Requests may be received and processed for not-for-profit, private or commercial organizations.

Requests for such special events should be submitted to the Department in writing as far in advance as possible. Each request will be considered individually by the Department and approval will be based on such considerations as park availability, interference with other user groups, estimated attendance, appropriateness and the overall impact the event on department resources.

RULES:

Due to the unique properties of individual special events each program shall receive its own Letter of Agreement which will be determined by park location, estimated crowd size, event type and Department involvement. Both COUNTY and organization will need to follow the details of the fully executed Letter of Agreement.

The Letter of Agreement will include guidelines that provide for the safe operation of special events within County Park system, provide fair and equal access to the County Park facilities, and provide compensation to the COUNTY for usage of park facilities.

Fees charged for a special event will vary as specified in SLCRO, Chapter 616. Such events usually require the reserving of specific facilities within a park which will either be used for the event, or will be unable to be used by others for reasons including event parking, footprint and noise. Each such facility has an hourly or daily fee that will represent a portion of the overall event fee.

The departmental Refund and Cancellation Policy applies to special events.

Attached is the initial form typically completed by the organization to start the event coordination process, an example of a Letter of Agreement and the Liability Insurance Requirements. These attachments may be updated periodically between revisions of this Special Events Policy.

Director: _____ (on file) _____ Date: _____ 9/13/19 _____
Thomas M. Ott

Effective Date: (not on file)
Revision Date: 09/19



ST. LOUIS COUNTY PARKS SPECIAL EVENT APPLICATION

Email completed form to mkmartin@stlouisco.com or mail to:
St. Louis County Parks, 41 S. Central Ave, Clayton, MO 63105

NAME OF EVENT: _____

COMPANY or ORGANIZATION: _____

NAME OF REPRESENTATIVE: _____

BUSINESS ADDRESS: _____
Street City State Zip Code

PHONE: _____ EMAIL: _____

DATE(S) OF EVENT: _____ APPROXIMATE # OF PEOPLE: _____
count everyone at the event -- including vendors, attendees, volunteers, etc.

EVENT TIMELINE: Setup Starts: _____ Event Times: _____ Teardown Ends: _____
earlier than 8am requires special approval later than sunset requires special approval

ITEMS BEING SOLD: _____

PARK NAME: _____ LOCATION IN PARK: _____

CHECK ALL THAT APPLY: Selling Alcohol Providing Alcohol Allowing Alcohol (BYOB) No Alcohol

PLEASE DESCRIBE YOUR EVENT AND INCLUDE ANY QUESTIONS:

Please list caterers/vendors that you will be using and list all equipment, rentals, etc. that will brought into the park. If food or drink is being sold by a food truck or caterer (must be on the Parks Approved Vendor List), a St. Louis County Department of Parks and Recreation Permit to Sell will be required -- usually at no additional cost to the USER.

Water inflatables are not allowed in St. Louis County Parks.

For more information please visit our website www.stlouisco.com/parks

| VENDOR NAME (Food Truck, Inflatables, Catering, etc.) | EQUIPMENT OR SERVICE PROVIDED |
|---|-------------------------------|
| 1. _____ | _____ |
| 2. _____ | _____ |
| 3. _____ | _____ |
| 4. _____ | _____ |



St. Louis County
Department of Parks and Recreation

LETTER OF AGREEMENT

IT IS UNDERSTOOD AND AGREED THAT THIS «EVENT» ON «DATE» IN «LOCATION» PARK FOR «ORGANIZATION», ST. LOUIS COUNTY DEPARTMENT OF PARKS AND RECREATION (COUNTY) SHALL:

1. Reserve the right to limit or prohibit access to designated areas.
2. Always have the right to eject any person from the site for any reason which, in the opinion of the COUNTY only, it deems sufficient.
3. Provide set-up of all equipment provided by the COUNTY.
4. Reserve the right to collect a parking fee from those in attendance.
5. Provide for the usage of the [[Rented Facility]] and surrounding area for the event [[Time]]. The park trail may be used for the event, however, the general public will retain access to the trail during the event.

[[Any additional responsibilities of the COUNTY are usually inserted here]]

6. Provide a Permit to Sell (example: food and soft drinks) within the park at the designated fee, if requested.

IT IS UNDERSTOOD AND AGREED THAT THIS THIS «EVENT» ON «DATE» IN «LOCATION» PARK FOR «ORGANIZATION», (USER) SHALL:

1. **USER** must maintain and keep in force general liability insurance for claims which may arise from or in connection with the rental of the facilities and the activities of the **USER**, his guests, agents, representatives, employees, or subcontractors during the duration of the rental period. **ST. LOUIS COUNTY SHALL BE NAMED AS ADDITIONAL INSURED, IN THE AMOUNT OF «MIL OF INSUR» PER OCCURRENCE COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE.** Coverage shall be written on an occurrence form, placed with only with carriers authorized to do business within the state of Missouri and be rated A:VII by A.M. Best's most recent rating. If a general aggregate limit applies, it shall exceed the per occurrence limit by at least \$1,000,000. If an outside organization is used for the preparation of food, that organization shall provide \$2,000,000 in general liability (including products-completed operations) and name St. Louis County as additional insured. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the **COUNTY** requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

The **USER** shall provide the **COUNTY** with a Certificate of Insurance and appropriate amendatory documents (declarations, endorsements, etc...) evidencing the aforementioned coverages prior to the start of this agreement. The **COUNTY** shall be provided with fifteen (15) days written notice in advance of any changes or cancellation or non-renewal.

2. Guarantee and assume full and exclusive responsibility for all damages to property, fixtures, and equipment belonging to or used by the **USER** at or in the vicinity of the facility if caused by its respective members, opponents, guests, subcontractors or spectators during the periods covered by the agreement.
3. Defend, indemnify and hold harmless the **COUNTY**, its elected and appointed officials, officers, agents, employees, and volunteers for all complaints or suits made or brought for injury to persons or property caused by **USER** or **USER's** members, guests, opponents, subcontractors, or spectators and for any and all losses, claims, damage, costs and expenses arising out of or resulting from any act or omission of **USER** or **USER's** members, guests, opponents, subcontractors, or spectators during the period of this agreement to the fullest extent permitted by law.
4. Not hold the **COUNTY** responsible for the non-performance of this agreement caused by any act beyond their reasonable control.
5. Comply with all reasonable rules and regulations established and posted by **COUNTY** from time to time at the site for which **COUNTY** furnishes a copy to the **USER**
6. Provide the **COUNTY** with payment of «Total Fee» for usage of park facilities. Checks (payable to "St. Louis County Parks") can be mailed to: St. Louis County Parks, Attn: Michael Biedenstein, 41 South Central, St. Louis, MO 63105. Visa, Mastercard or Discover payments can be made by calling 314-615-8371.
Park Facility Rental: \$«\$FacRental Fee»
Event Administration Fee: \$«\$SpeEvent Admin Fee»
7. Provide appropriate emergency medical facilities during the event.
8. Provide the appropriate amount of St. Louis County Park Rangers or trained staff for traffic, crowd control, etc. during the event. Contact Park Ranger «Ranger Contact» to make arrangements no less than four weeks prior to the event. The cost is \$30 (flat fee for the event) plus \$30 per person per hour for each staff member.
Number of required Park Rangers at this time: «# of Rangers»

9. Obtain any and all permits required by St. Louis County, other local agencies or state agencies. Common situations that likely require additional permits (not an all-inclusive list) are:
 - a. If food or drink is being sold by a food truck (must be on the Parks Approved Vendor List), a St. Louis County Department of Parks and Recreation Permit to Sell will be required (call 314-615-8371) -- usually at no additional cost to the **USER**.
 - b. If food is otherwise being prepared, a St. Louis County Department of Public Health Temporary Food Service Permit will likely be required (call 314-615-8900).
 - c. If portable restrooms are used, a St. Louis County Department of Public Health Permit to Operate Portable Sanitation Units will likely be required (call 314-615-8900).
 - d. If canopies in excess of 30' x 30' or inflatables are used, a St. Louis County Public Works Department permit will likely be required (call 314-615-7806). Inflation vendors must be from the St. Louis County Parks Department Approved Vendor List.
 - e. If alcoholic beverages are being sold, a St. Louis County Revenue Department Liquor License is likely required (call 314-615-4217). Caterers (must be on the Parks Approved Vendor List) may already have this.
 - f. If event is in Creve Coeur Park, a Maryland Heights Special Event License is likely required (call 314-291-6550).

10. Provide volunteers for the pick-up of all trash. The event site should be returned in the same manner as it was provided.

[[Any special requirements of the USER are usually inserted here]]

11. Comply with the Americans with Disabilities Act of 1990.
12. This agreement is not subject to change; a new agreement will be required.

By the signature of duly authorized agents of the St. Louis County Department of Parks and Recreation and «Organization» for the above commitments agreed upon:

 St. Louis County
 Department of Parks and Recreation

 «Organization»

 Date

 Date

Upon signature of both the **COUNTY** and the **USER** above, this Letter of Agreement is a valid St. Louis County Special Event Permit pursuant to St. Louis County Revised Ordinances, Chapter 803. This permit is revocable at any time at the discretion of the Director of Parks and Recreation.

TIMELINE

Contact the Event Coordinator immediately, if you cannot meet a deadline on this timeline or your event may be canceled.

Within one month of receiving this Letter of Agreement (LOA):

- Review LOA, sign and return along with payment to the Event Coordinator at mbiedenstein@stlouisco.com
(see #6 on page 2)

Any time before your event:

- Contact the Event Coordinator immediately, if your expected attendance (participants, vendors, staff, etc. all counted together) exceeds your original attendance estimate by more than 100 people.

No less than four weeks prior to the event:

- Send the Event Coordinator the Certificate of Insurance (see #1 on page 2)
- Contact the Event Coordinator to get any Permits to Sell, if any vendor is selling items (such as apparel, food, drink, etc). (see bottom of page 1)
- Contact Park Ranger «Ranger Contact Info», if applicable
(see #8 on page 2)
- Contact the Park Supervisor, to coordinate placement of portable restrooms, dumpster or other site furnishing, if applicable (see page 3)
- Secure any other permits required by agencies other than St. Louis County Parks (see #9 on page 3)

After the Event Coordinator has received the signed Letter of Agreement (LOA), payment and Certificate of Insurance, the LOA will be counter-signed and sent back to you. The double-signed LOA is your Special Event Permit. Have the Special Event Permit with you on the day of your event.

Refund/Change/Cancellation Policy:

- ✓ Any cancellation or request to change the date must be received in writing by the Event Coordinator no less than 30 days prior to the event date. Any change or cancellation will be assessed a \$20 processing charge.
- ✓ Refunds or date changes will not be issued less than 30 days prior to the event date.
- ✓ Refunds will not be issued when a fee is \$20 or less.
- ✓ If St. Louis County Parks cancels an event, a full refund will be issued.

LIABILITY INSURANCE REQUIREMENTS OPERATING PROCEDURE

Purpose:

To clarify liability insurance requirements for users of Park Facilities

General:

St. Louis County is self-insured for liability claims involving conditions of property and vehicle liability: Effective January 1, 2013 the limits of liability for public entities within the State of Missouri as it relates to conditions of property and vehicle liability was increased to \$385,000 per person and \$2,600,000 per occurrence. The Director reserves the right to review any activity involving lease agreements and make adjustments to limits of insurance requested based upon perceived risk. In an effort to protect the Parks Department from liability, and promote the maximum utilization of our parks and facilities the following insurance guidelines are established. The Contract Administrator will handle the liability insurance requirements for the Department leases and annual contracts.

Risk Categories: The User Group shall be identified as one of the following three risk categories, which will determine the degree of potential liability. When insurance is required of specific User Groups, the policy shall name Saint Louis County as additional insured.

Category I High Risk: Commercial General Liability \$3,000,000 per occurrence. *This limit covers the \$2.8mil limit of Sovereign Immunity.***

This category includes for-profit organizations and non-profit organizations that present a high degree of potential liability.

Examples include:

- Ice Rink rentals involving hockey leagues, hockey practices and speed skating. Insurance is usually available through a sanctioning organization.
- Swimming Pool rentals involving swim and water competitions and practices. Insurance is usually available through a sanctioning organization.
- Fireworks Displays (Outside displays only, no indoor displays)
- Professional Boat Races, Motor Cross Races.
- Cliff Climbing Rock Repelling

Category II Medium Risk: Commercial General Liability \$2,000,000 per occurrence.

Examples include:

- Reenactment of historical military or history events, utilizing gunpowder or blank firing with historic weapons.
- Caterers-Food Service
- Arena Rentals (i.e. High School Graduations, Science Fair, Martial Arts Tournaments, school lock-ins, school concerts, pet shows)

- Special Events including 5K Runs, Corporate Picnics, Non-motorized Boat races
- Instructional Classes held in Parks without staff supervision on site (i.e. boot camp, paddle boarding)
- Radio controlled airplanes

Category III Low Risk: Commercial General Liability \$1,000,000 per occurrence

Examples include:

- Alpine Tower Challenges
- Inflatables (for children's interactive participation.)
- Walkathons
- Sports leagues and practices (excluding hockey see Category I) for athletic fields and gyms.
- Children's Pony and stagecoach rides when an attendant or ride apparatus guides the pony or drives the coach.
- Reenactment of historical military or history events, with historic weapons present but without gunpowder or blank firing.

Category IV Minimal Risk: No Special Insurance Required of user group.

Examples include:

- Community Room rentals
- Rental of picnic shelters, ball fields for church, fraternal and family outings.
- Individuals renting ice rink for open skating sessions or parties with staff rink
- Individuals renting the Swimming Pool with certified staff lifeguards.
- Hay Rides
- A park facility, co-sponsored exercise class or program in which a fee is charged to the participant.

Other Specific Areas of Risk

Events of specific nature or focus could expose St. Louis County to other risks not always covered in a Commercial General Liability insurance policy.

- Beer Festivals, Wine Tastings or other liquor specific events ... requiring that the general liability insurance include host liquor liability coverage is prudent. Remember: liquor licenses are also likely required of a vendor to sell alcohol.
- Auto Races, etc ... requiring automobile liability coverage is prudent.
- Fireworks, Pyrotechnics, etc ... requiring much higher levels of insurance (\$10,000,000 per occurrence) is prudent.

For specific instances or risks, check with you division manager for guidance.