



Madison Town Park

c/o Town Park Event Facility Director

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MADISON TOWN PARK EVENT FACILITY POLICY

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I. Policy Statement

The Downtown Development Authority of Madison (“DDA”) conceived and constructed Town Park as a revitalization project – an economic development catalyst; an outdoor special event facility; and a downtown attraction, destination, and greenspace. With Madison’s cultural heritage and tourism industry in mind, this public-private partnership effort devoted careful attention during design and implementation to insure that the project would capitalize upon unique local history ... including its being named after the central green which was once located on the town’s central square. The Madison Town Park Event Facility (“FACILITY”) was formally dedicated on December 12, 2009, as Downtown Madison’s event venue.

The FACILITY remains quasi-private property owned by DDA, who is responsible for loan repayment and leases the FACILITY to three entities subject to this policy:

- Madison Main Street (promotion, event programming, and rental management),
- City of Madison (greenspace use, insurance, maintenance, cleaning, security, and utilities), and
- Madison Artist Guild (additional docent operations and public restroom facilities).

The primary use of FACILITY shall be that of an **Event Facility** managed by Madison Main Street (“MMS”) in exchange for its use of the FACILITY for its purposes. When not used for its primary use, the FACILITY shall be used by the City of Madison (“CITY”) as a **Park Space**, provided that the property is not used as a dog park, for active recreation, nor outdoor camping.

Community Events promote community welfare and quality of life, build a sense of community, showcase local and regional talent, enrich cultural opportunities, draw first-time visitors to the community, contribute to the downtown and local economy, and reinforce Downtown Madison’s vitality and role as the heart of our community. The DDA, CITY, and MMS recognize the benefits and opportunities made available through such community events. Therefore, the DDA of Madison leases and allows for limited duration event rentals of the FACILITY in order to promote, coordinate, and/or sponsor community events that benefit Downtown Madison and that fit within the capacities of the FACILITY and currently available services.

Community Events must complete an event application, obtain approval from the DIRECTOR per this policy, and contract for use of the FACILITY. **Private Events** are only a tertiary use of the FACILITY and very limited; thus, the intent is to prioritize events having a significant economic impact for Downtown Madison, followed by use of the FACILITY by the public-at-large for park space. Both community events and private events shall be evaluated using the criteria herein.

II. Definitions

Community Event

In addition to those special events organized by Madison Main Street, any activity (ticketed or not ticketed) sponsored by an individual, corporation, business, and/or other organization (for profit or non-profit) and designed for community-friendly entertainment, competition, amusements or social, charitable and/or philanthropic awareness **open to the public-at-large**. This definition shall specifically exclude weddings, private parties, or other similar non-public activities.

Private Event

Any activity (ticketed or not ticketed) sponsored by an individual, corporation, business, and/or other organization (for profit or non-profit) and designed for community-friendly entertainment, competition, amusements or social, charitable and/or philanthropic awareness **not open to the public-at-large**. “Not open” means: 1) restricting use or access to any portion of the property, including but not limited to roped areas and/or temporary barriers or boundaries; use of tents, stages, tables and chairs, or other equipment; 2) involving direct sales, invitations, and/or membership status for attendance; and/or 3) impeding the enjoyment or use of the FACILITY by the public-at-large. No private event may utilize the entire FACILITY, nor exceed 500 people.

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Calendar Blackout Dates

Dates for which the FACILITY is not available for rental purposes: including but not limited to CITY holidays, Sundays, days of permitted Tours or Parades, Main Street special events, and other such days that may be designated by the DIRECTOR as directed by the CITY or DDA.

City Services

Services provided at a fee by the CITY to ensure an event is conducted as to protect the safety, health, property and general security of the public and integrity of the FACILITY. Such services may include management, setup, cleaning, security, etc. CITY’s ability to provide services is limited.

Community Support Rate

Applies to recognized Morgan County-based, not-for-profit organizations providing documentation of their recognized tax-exempt status prior to executing a rental agreement.

Event Organizer (“ORGANIZER”)

Person designated as the authorized representative or individual responsible for the proposed event, and where the context indicates, the group/entity the ORGANIZER represents.

Town Park Event Facility Director (“DIRECTOR”)

Staff person, or designee, responsible for overseeing the application process and determining necessary services and fees based on input from appropriate CITY departments. Director is a liaison between ORGANIZER and affected CITY departments.

Ticketed Event

Any event in the FACILITY that requires a fee to be paid by a patron to enter or participate in the event. Solicitation in lieu of tickets is not permissible without written approval of the DDA.

III. DDA Criteria for Evaluation

The criteria for evaluating and scheduling events are as follows:

- Completed Application.
- Completed Event Layout.
- Anticipated economic benefit of an event for Downtown businesses.
- Anticipated economic benefit of an event for community.
- Impact and cost of the event on City services.
- Impact on the surrounding businesses, residences, and/or neighborhoods.
- Impact and cost of the event on public health, welfare and safety.
- Proposed hours of the event.
- Expected number of attendees.
- Expected noise level of the event.
- Proximity of date to other planned community events.
- Frequency of the same or similar event(s) as well as potential conflicts with previously approved events.
- Preference (primary) for the FACILITY to be used for community events for the public.
- Preference (secondary) for the FACILITY to remain open as usable park space for the public.
- Likelihood of participation by Madison citizens.
- Qualifications of the ORGANIZER.
- Previous history of ORGANIZER with community events.
- Ability of ORGANIZER to achieve goals of the community event.

All applications shall be submitted to the DIRECTOR, who will review for completeness and appropriateness and issue a written response within two (2) weeks of receipt of a complete application.

Within these established parameters, the DIRECTOR may approve an application fully compliant with the Criteria for Evaluation. Approval may include written conditions or stipulations intended to address or mitigate any potential issues. For any reason, the DIRECTOR may defer an application, or questions regarding applications to the DDA for evaluation and disposition.

IV. Levels of Events

Level 1: An event (community or private) which may require more than 40 extra staff hours or is expected to draw approximately 501 to 2,000 persons within a consecutive 24-hour time period.

Level 2: An event (community or private) which may require less than 40 extra staff hours or is expected to draw approximately 500 or less spectators and participants in a consecutive 24-hour time period.

Estimates of required City services to be determined by the DIRECTOR based on the application. DIRECTOR may use private contractors/providers for additional services or event needs not available from City services. DIRECTOR is the final authority regarding estimates of attendance and/or need for extra staff hours and City services.

V. Application Process

A. Dates

DIRECTOR shall maintain the official calendar for all scheduled uses of the FACILITY, including **Calendar Blackout Dates** and scheduled rentals.

DIRECTOR must receive a completed application, event layout, and all fees no less than 90 days prior for Level 1 Event or alcohol will be served, and no less than 30 days for a Level 2 Event. Alcohol service requires permits and approvals as mandated by law. No application will be accepted more than 12 months prior to the proposed event.

DATES AVAILABLE FOR 2010:

For 2010, events (other than those organized by Madison Main Street) shall be limited to **one (1) community event per month** and **two (2) private events per month**, in order to allow all entities to transition into facility management; observe facility constraints and demands; ascertain normal wear-and-tear, damage, and maintenance costs; calculate actual service costs; and evaluate contractual obligations.

- **Reserved Date.** No date shall be considered reserved, nor scheduled or advertised in any way, until a rental contract has been executed and the non-refundable security deposit cleared. Checks for wrong amount, post-dated or returned NSF will void the security deposit and cancel the proposed date.
- **Rain Date.** Madison Town Park is an outdoor event FACILITY. The security deposit only secures the date in the application. No backup date is secured by said deposit. Please make arrangements for a tent as necessary.

Applications should be mailed or delivered to:

City of Madison, c/o Town Park Event Facility Director, 132 N. Main Street, Madison, Georgia, 30650.

B. Fees

Until such time as the one million dollar (\$1,000,000) remaining debt obligation on the FACILITY is paid in full, use of the FACILITY shall be subject to the following fees:

- 1) Security Deposit – Non-refundable.** Upon acceptance of the application and execution of the rental contract, a security deposit shall be paid to reserve the requested rental date. The security deposit will be applied to the Total Rental Fee.
- 2) Damage Deposit – Refundable.** Two (2) weeks prior to the use of the FACILITY, a damage deposit shall be paid. Following an inspection of the FACILITY after the event, and if there is no damage or other liability at the conclusion of the event, the damage deposit will be refunded to the Renter within thirty (30) days of the event. Damage will result in loss of deposit, liability for repair and/or additional clean up fees and denial of future applications. Service fees are only for normal wear and tear, initial supplies, water, electricity, basic sanitation, etc. There may be additional fees for other or unusual expenses. DIRECTOR's decision on any loss of deposit shall be final.

Deposits & Fees are as follows:

	RENTAL RATE ¹	SECURITY DEPOSIT	DAMAGE DEPOSIT	INSURANCE REQUIREMENTS	SERVICE FEES
Community Events	Daily Rate			Combined single-limit per occurrence	
Type 1 ²	\$1,100	\$500	\$1000	\$3,000,000	TBD
Type 2	\$2,500	\$500	\$500	\$1,000,000	TBD
Private Events	Daily Rate			Combined single-limit per occurrence	
Lawn Only	\$3,000	\$250	\$250	Not Required	Included
Terrace Only	\$1,500	\$250	\$250	Not Required	Included

Hourly rates are available only as part of Community Support Discounts (see below)

Checks should be made payable to:

Town Park Event Facility

(The damage deposit should be submitted as a separate certified check, cashiers check, money order or cash only.)

C. Insurance Requirements

A comprehensive liability insurance policy with at least three million dollars (\$3,000,000) for Level 1 Events and one million dollars (\$1,000,000) for Level 2 Events, combined single-limit coverage per occurrence for bodily injury and property damage is required.

Endorsements naming the DDA, CITY, and MMS, specifically and separately, as additional insured under the policy is required. A certificate of insurance is to be provided to the DIRECTOR no less than fourteen (14) days prior to the event. If The insurance company must be licensed to do business in the state of Georgia and have a Standard and Poors A or better rating. The insurance company must provide Director and all named insured with at least thirty (30) days written notice of any policy changes or early cancellation or termination.

COMMUNITY SUPPORT DISCOUNTS *(hourly rates)*

Local Non-Profit Rate – \$150 hr terrace; \$200 hr lawn/3 hr. minimum

➤ *Local Non-Profit* - Applies to recognized local not-for-profit organizations of Madison or Morgan County providing documentation of their tax-exempt status by the Internal Revenue Service for the not-for-profit’s use of the facility.

Public Ceremony Rate - \$150 gazebo; \$200 fountain; \$300 pavilion / 1 hr. maximum

➤ *Public Ceremony* - Applies to current residents of Madison and Morgan County for small weddings (ceremony-only) for fifty (50) attendees or fewer; limited to Mon-Sat 10am–5pm; no use of rice, birdseed, food, alcohol, equipment, or amplified music; no insurance required; use AS-IS. NOTE: Rental fee assures that the area is available at that time and restrooms are open. This is not a private event rate, so the facility is still used as park space and no area nor portion thereof may be blocked nor access prevented at any time.

Local Government Rate – 2 events per annum

➤ *Local Government* - Applies to Morgan County and Morgan County School System; for two (2) events per annum, rental rate shall be reduced to the equivalent of the service fees.

¹ Eligible non-profits may secure an hourly rate for community or private events – see Community Support Discounts.

² Lower rate reflects the intent to encourage larger-scale special events open-to-the-public and is offset by Ticket Event Fees and Vending Event Fees. This following City of Suwanee example of charging a lower rental rate offset by a percentage of the sales revenues when event organizers are intending to collect money from admission and/or sales.

D. Sales & Associated Fees

Until the remaining debt obligation on the FACILITY is paid in full, revenues earned inside the FACILITY shall be subject to the following:

- 1) Ticket Sales. For all ticketed Community Events, a **Ticket Event Fee** shall be paid for 10% of the gross amount of ticket sales (exclusive of any applicable taxes). For ticketed Community Events, a bank letter of credit or other surety acceptable to the DIRECTOR, shall be posted with MMS a minimum of thirty (30) days prior to the event; said surety or LOC shall cover 10% of the anticipated ticket sales. Within fourteen (14) days of the end of the Community Event, the ORGANIZER shall pay 10% of ticket revenue (exclusive of taxes). DIRECTOR may audit ORGANIZER's event revenue to verify amount owed. The 10% of ticket revenue collected is part of the FACILITY rental, not as any joint venture or similar arrangement, no such arrangement being intended. ORGANIZER is not an agent or employee of DDA or DIRECTOR for any purpose whatsoever. ORGANIZER shall not be under the direction of DDA or DIRECTOR in the performance of ORGANIZER's duties and responsibilities, except to the limited extent that local, state or federal requirements or the Rental Agreement imposes direction or supervision requirements.
- 2) Alcohol Sales. Alcohol sales/service and consumption is permitted only with written approval from DIRECTOR per the CITY's regulations and state law. This process can be lengthy (may exceed 30 days), so plan accordingly. Contact the Business Services Officer (706-342-1251 x227) for the actual date your written request is required. ORGANIZER shall present the request and attend any public meetings and monitor the process. ORGANIZER must obtain all required licensing and insurance.
- 3) Vendor Sales. MMS reserves sole right for all vending privileges and reserves the right to have a single vending location at any event for the purpose of raising funds for future programming within the FACILITY. When MMS allows vending by any ORGANIZER for an event (community or private), a **Vending Event Fee** shall be paid for 10% of the gross amount of vendor fees (exclusive of any applicable taxes), charged by the ORGANIZER to the vendor for sales as part of the event. Any intention to sell food or product must be indicated in the application, and a written list of vendors shall be provided to the DIRECTOR at least two (2) weeks prior to the event. All food sales must comply with Health Department regulations. ORGANIZER shall contact the Morgan County Health Department (706-752-1268) and obtain any necessary permits. Food sales and vending equipment must remain on the brick or concrete, unless otherwise approved by the DIRECTOR. No vendors will be allowed to use grease in the FACILITY. Such vendors must request use of additional space outside of the FACILITY as approved by the CITY. Vendors using grease must be in a self-contained trailer and must seek and obtain approval at least two (2) weeks prior to the event. Additional vendor requirements will be issued on event approval. DIRECTOR may decline any and all vendors. DIRECTOR may audit ORGANIZER's event revenue to verify amount owed. The 10% of vending revenue collected is part of the FACILITY rental, not as any joint venture or similar arrangement, no such arrangement being intended. ORGANIZER is not an agent or employee of DDA or DIRECTOR for any purpose whatsoever. ORGANIZER shall not be under the direction of DDA or DIRECTOR in the performance of ORGANIZER's duties and responsibilities, except to the limited extent that local, state or federal requirements or the Rental Agreement imposes direction or supervision requirements.
- 4) Promotional Sales. Sales of promotional goods/wares (i.e. t-shirts, hats, cups, etc.) directly related to the event shall not be considered vending and are not subject to any fees.

E. Management

DIRECTOR shall determine necessary staff requirements and City services. Support of CITY staff (i.e. Management – on-site during setup and break down and event; Public Works – clean-up and set-up, sanitation; Police – security and traffic) beyond their normal daily routines may be obtained, if available, by noting a request for assistance on the application. Additional costs will be quoted based on estimated hours of service and availability; however, ORGANIZER will pay for actual hours of service required. If there is no request noted on application, ORGANIZER will obtain necessary staff, as approved by DIRECTOR, to ensure proper event management and abiding by all FACILITY policies and rules.

F. Sanitation

ORGANIZER shall make arrangements with the DIRECTOR for additional trash receptacles. Plastic trash can liners will be placed in all existing trash cans prior to the event. ORGANIZER shall deposit any trash into appropriate trash receptacles following the event. Otherwise additional fees for sanitation will be charged. If the size of the event warrants additional receptacles, ORGANIZER shall pay fees for additional equipment or services.

All trash receptacles shall be dumped upon completion of the event into pre-determined receptacles or dumpsters as approved by DIRECTOR and prior to the park opening the next day, unless arranged in advance with DIRECTOR. Dumpster locations shall be approved or determined by the CITY.

G. Additional Restrooms

For all Level 1 Events or events of four (4) hours or more, portable toilets may be required, one toilet per 200 persons. Per the Americans with Disabilities Act, at least one portable toilet is to be handicap accessible. ORGANIZER shall make all arrangements (drop-off and pick-up) and pay any fees. Portable toilet locations shall be approved by the CITY.

H. Electricity

Specific electricity requirements must be submitted with the application. Electricity is not available without written permission from the DIRECTOR. For events that utilize large amounts of electricity, DIRECTOR may require additional payment for electricity. Use of electricity without permission, and/or failure to pay for electricity used, will result in loss of deposits, additional service fees as determined by the Director, as well as potential denial of future applications.

I. Sound System

Sound system equipment is not provided. Sound System requirements shall be provided on the application. All events shall comply with local ordinances regarding noise and nuisance. Events shall not start prior to 8am EST and shall conclude by 10 pm EST. ORGANIZER shall respond promptly to any and all requests for volume reduction by DIRECTOR. ORGANIZERS that fail to respond promptly to any and all requests for volume reduction by the Director shall be subject to law enforcement and may result in denial of future applications.

J. Parking

The FACILITY has no private parking. Public on-street parking is provided in the vicinity and public off-street parking is provided in several lots and decks. Untimed public parking is located around the perimeter of the FACILITY, behind the commercial buildings on W. Jefferson Street (known as Jefferson Square Parkside), behind the Madison Fire Station on N. Main Street, and in the upper parking deck at the end of S. Hancock Street. Where necessary, the DIRECTOR may block parking for temporary loading/unloading purposes. ORGANIZER must secure additional parking for larger events and/or

transportation/shuttle routes for off-site parking, both of which must be approved by DIRECTOR. ORGANIZER may not charge for parking or valet service for public parking spaces. All printed publicity must include a diagram indicating available parking.

PLEASE REMEMBER:

Parking lots behind the James Madison Inn, in front of the IceHouse, on the open lot next to Madison Hardware, and behind the Bank of Madison are private parking and may be subject to towing.

K. Event Equipment and Layout

Tents, tables, chairs, stages, and other set-up equipment are permitted in the FACILITY only with prior written approval. A layout of the event area, including location of all tents, tables, chairs, stages, vendor set-up, portable restrooms, road closures, parking plans, and other equipment must be submitted with the application. Use of equipment belonging to MMS may be permitted for a fee. A final layout for review and approval must be submitted two (2) weeks prior to the event.

L. Fire Safety Plan

Applications will be submitted to the Madison Fire Department when DIRECTOR deems necessary. When a fire official determines that the event will impact fire safety services, a plan will be prescribed by the Fire Department. Applicants shall include a layout of the event area, including road closures, parking plans, vendor set-up (particularly food concessions), level of need for law enforcement, fire and emergency medical services, and any additional information required by the Fire Department.

M. Medical

For any community event, medical personnel may be required to be on site if the event warrants such. EMT, RN, LPN, or paramedics may serve for Level 2 Event. RN, LPN or paramedics must serve for a Level 1 Event. Medical supplies are the responsibility of the ORGANIZER.

N. Alterations to Facility

Alterations to the FACILITY, including the attachment or installation of decorations, displays and/or signs, are prohibited unless written permission has been received from the DIRECTOR. Under no circumstances may anything be taped, glued, nailed, or otherwise attached to the structure, tree, fence, stonework, fountain, statuary, lighting fixture, equipment, building or other element of the FACILITY without express consent of the DIRECTOR. Some signage may be proposed provided that a sign schedule indicating locations and materials is approved by the DIRECTOR. Damage to any structure, equipment, and/or plant material will be billed to the ORGANIZER at replacement cost plus labor. DIRECTOR withholds the right to approve placement and method of placement of equipment, structure, and/or items in the facility. Any tents erected in the FACILITY must be secured with a weight system and shall not be secured with stakes or any other means that would require installation into asphalt or grass.

O. City Ordinance and Facility Rules

All applicants must adhere to all CITY Ordinances and posted FACILITY Rules. A copy of the FACILITY Rules will be issued upon event approval.

P. Release and Indemnity

ORGANIZER must execute the attached release and indemnity agreement. ORGANIZER must demonstrate that they are either personally or organizationally responsible for liability; will guarantee orderly behavior, and will pay for any damage to the premises. Liability is assumed by the applicant in regard to any personal or property damage. It is the responsibility of the applicant to read the application form completely and fully understand all responsibilities.

Q. Assignment

The ORGANIZER shall not assign any rights under this agreement or use of the premises to any other party.

R. Discrimination

The ORGANIZER shall not discriminate or advocate discrimination on account of race, color, religion, creed, national origin, age, gender, or disability.

VII. Other Activities & Public Property/Other Permits

The application is for an event in the FACILITY owned by the DDA. The sidewalk, streets, and parking around the FACILITY are not part of the property and not part of any lease or rental. Any ORGANIZER interested in parades, road races, public assemblies, or any activities on public property, streets, parks, or sidewalks owned by the CITY must contact the DIRECTOR.

VIII. Modification of Policies

The DDA reserves the right to modify or temporarily modify these Policies at any time.