

Riverfront Development Corporation (RDC) Terms of Agreement

1. **Laws and Rules:** The user shall abide by all state laws, city ordinances and regulations of the RDC applicable to the City of Memphis Parks.
2. **Approval Required:** The user shall gain advance written permission and approval from RDC and other organizations as requested by the RDC for public gathering, the sale of food, beverages, goods and merchandise on the premises. *It is the sole responsibility of the Licensee to obtain such permits. These must be submitted to RDC no later than 30 days prior to the event.*
3. **Deposit:** The user agrees to provide the RDC with a \$100 refundable damage deposit. The check will be deposited when received and will only be fully refunded if the premises are in as good as or better condition than when received.
4. **Insurance and Indemnity:** The user shall indemnify and hold the RDC and the City of Memphis harmless from any and all claims, actions, losses and damages to person and/or property (including but not limited to attorneys fees and expenses) suffered as a consequence of or arising or resulting, directly or indirectly, from any act or omission of the user on the premises. User agrees to reimburse the RDC and/or the City of Memphis for any claims paid by the RDC and/or the City of Memphis, an/or reimburse the RDC and/or the City of Memphis for the cost of repairs made by the RDC and/or the City of Memphis, as a result of any damage caused by the user. The user agrees to restitution for such claims and/or repairs within one month from the date of notice by the RDC and/or the City of Memphis. User agrees to provide RDC at the time of acceptance and execution of this Agreement, or no later than thirty (30) days before the Event, a Certificate of Comprehensive General Liability Insurance, including personal injury, property damages and liquor liability coverage, in a form and written by a company acceptable to and approved by RDC, in an amount not less than One Million Dollars (\$1,000,000.00) for injury or death of a single person, One Million Dollars (\$1,000,000.00) for a single accident and One Million Dollars (\$1,000,000.00) for property damage and automobile liability insurance with limits of One Million Dollars (\$1,000,000.00) per occurrence, and an umbrella policy with limits of Five Million Dollars (\$5,000,000.00) per occurrence and in the aggregate, such policies to name the following as additional insured: Riverfront Development Corporation, 22 N. Front Street, Suite 960, Memphis, TN 38103 and the City of Memphis Risk Management Office, 2714 Union Avenue Extended, Suite 200, Memphis, TN 38112-4436.
5. **Cancellation, Relocation by RDC:** The RDC may, without liability, upon giving as much advance notice to the user as practical, cancel or terminate this permit or relocate a scheduled use to a nearby available location if the premises are closed for repairs, necessary utilities or services cannot be supplied or a supervening order of a governmental officer or agency makes it necessary.
6. **Cancellation, Relocation by User:** All cancellations must be submitted in writing to RDC 7 days prior to the event. All events that are cancelled within the allotted time frame prior to the scheduled date will receive a full refund of their damage deposit. Except for inclement weather conditions, any cancellation shall be made at the offices of the RDC. If Renter cancels, postpones, or fails to conduct the Event, Renter agrees to pay to the RDC on demand any expenses incurred by RDC directly related to the preparation for

and set-up of the Event. If an event is rescheduled, the damage deposit will be held by RDC and an additional \$15 processing fee will apply to the new application.

7. **Revocation:** The RDC may revoke a permit and/or stop use in progress if the user fails to comply with any State laws, City ordinances, the terms of this permit or an approval under section 3; The user fails to secure a necessary permit; and/or after a warning, the user disregards a lawful order of an authorized representative or the Division or engages in activity that may cause injury to the public or damage the premises.
8. **Alcohol:** You may possess alcoholic beverages **only if you have written permission from the RDC and have gained a beer and/or liquor permit from the Alcohol Commission.** Without this permit from Alcohol Commission, it is illegal to possess, drink, buy or sell any alcoholic beverage in any of the parks listed. However, in certain circumstances the RDC may grant permission to possess alcoholic beverages at your special event. The RDC will analyze each individual event separately in reference to alcoholic beverages. User agrees to take reasonable steps to assure that the consumption of alcoholic beverages on the premises is in compliance with all applicable laws and regulations, federal state and local, including without limitation, laws and regulations with respect to the consumption of alcohol to minors and intoxicated individuals. The user agrees to take steps to reduce the risk of intoxicated individuals, and take such steps as are reasonably required to reduce the risk of intoxicated individuals leaving the premises from becoming a hazard to the public, including providing alternative means of transportation for any individuals who may require it.
9. **Set up and Break down of Event:** Early event set up and break down should be completed in a minimum amount of time. **All set up and break down must be approved by RDC.** The actual event set up and break down must match the submitted site-plan and schedule.
10. **Clean Up:** User is responsible for policing the premises and for cleaning up all litter and debris from said premises on a daily basis and at the end of the event. User must restore the event area to its original state by noon the day following the termination of the event, or sooner, including but not limited to the removal of all equipment, tents, personal property, trash and debris. The full deposit will only be refunded if the premises are in as good as or better condition than when received. Area to be cleaned by Renter includes the event area as defined above and also includes the edge of the Cobblestones just below the railing on Riverside Drive and the adjacent areas on the eastern side of Wagner Place. In the event the User fails to comply with this section, RDC shall undertake the cleaning activities and the User shall be charged a \$50 per man-hour fee.
11. **Sales:** No sales of food, beverages, and/or other items are authorized on the premises under the terms of this permit. User may give away food and beverage items to participants. Alcoholic beverages are prohibited in all Memphis Parks without written permission from the RDC and the appropriate permit.
12. **Outside Services:** It shall be the Renter's responsibility to secure electrical, plumbing, carpentry and other services needed. Anyone providing such services must be licensed, bonded and approved by RDC at least fifteen (15) days prior to the Event.
13. **Event Requirements:** Renter shall provide such portable restrooms, emergency medical services, security and/or traffic control as required for the Event or requested by RDC. RDC assumes no responsibility for providing any of these services.

14. **Motorized Vehicles:** Renter will make efforts to ensure limited vehicular traffic be allowed on the grassy portion of the Park during set-up and removal of Event elements. Equipment utilized to set-up staging must use walkways as much as possible. For the event, all motorized vehicles must remain in authorized parking premises. **No vehicular traffic shall be allowed on the grassy portion of the premises.**
15. **Safety and Damages:** User is responsible for the physical set up, safety, security and supervision of the premises for the event. The User will also be responsible for all persons and event staff during the event and all damages that may result to Park property. Renter will make every effort to protect all structures, equipment, facilities, plantings, sod and artwork in the park. Renter shall and shall cause its agents, servants, employees, contractors, guests and invitees to use and occupy the premises in a safe and careful manner.
16. **Exclusive Use:** Any exclusive use of the Park by Renter shall be limited to the date, place and time shown in this Agreement or as otherwise agreed in writing by Renter and RDC.
17. **Termination of Park Permit:** Falsification of any portion of information submitted to RDC is considered grounds for future denial of event permits in addition to the termination of current permit. Failure to submit the required fees, insurance certificates and other necessary permits will result in the termination of the permit. In the event this license is terminated for cause, the Licensee shall not be entitled to a refund of any user fee paid.
18. **Confetti:** Confetti and Rice are forbidden for use in the parks. Birdseed is allowed in the parks. Failure to comply with this regulation may result in the \$100 deposit not being refunded.
19. **Vacating the Park:** In the event that the Park or any portion of the Park is not vacated by the Renter on the termination of the rental period described in the Agreement or in the event Renter or any agent, servant, employee, contractor, guest or invitee thereof shall leave any goods, wares, merchandise or property of any kind or description in the Park, RDC shall be and is hereby authorized to remove from the Park, at the expense of the Renter, all goods, wares, merchandise or property of any kind or description which the Renter or any agent, servant, employee, contractor, guest or invitee thereof may have left in the Park. RDC shall not be liable for any damages to or loss of such goods, wares, merchandise, or other property which may be sustained either by reason of such removal or the storage or disposal thereof. Renter shall hold RDC harmless from any and all claims, liabilities, costs and damages, including attorneys fees, of whatever kind or nature arising out of or in connection with the removal, disposal or storage thereof or RDC may elect to impose a continuation of the Rental Fee for each day the Park, or any part thereof, is occupied by the Renter. Any property left in the Park by the Renter or any agent, servant, employee, contractor, guest or invitee thereof shall, after a period of ten (10) days from the last date of the Event, be deemed abandoned and become property of RDC to be disposed of or utilized at RDC's discretion.
20. **Property:** Neither RDC nor the City assumes any responsibility for any property of Renter, its agents, servants, employees, contractors, guests or invitees brought onto the Park, and RDC and the City are each hereby expressly released and discharged by Renter from any and all liabilities for any loss, injury, or damages to persons or property that may be sustained by reason of the occupancy and use of the Park or any part thereof under this Agreement.

21. **Public Access:** The premises are open to the public at all times. **NO PARK MAY BE ROPED OFF OR CLOSED FOR PUBLIC ACCESS** before, during or after the event, without the written consent of RDC.
22. **RDC Access:** RDC personnel shall have access at any and all times to the all areas of events unless certain areas are excluded specifically by permit.
23. **Weddings:** Renter understands that RDC allows wedding ceremonies only and receptions are strictly prohibited in all downtown parks with the exception of Mud Island River Park.
24. **Use of Logos:** Renter agrees that RDC at its sole discretion may place its own banners and logo signs at the park and during the event.
25. **Loss Waiver:** Renter hereby expressly waives any and all claims for compensation for any and all losses or damages sustained by reason of any defect, deficiency, failure or impairment of the water supply system, drainage system, or electrical system leading to or within the Park. In the event RDC determines it is impractical or implausible to perform RDC's obligations under this Agreement as a result of fire or other casualty or for any other reason including strikes, failures of utilities, or any act of God, the Renter hereby expressly releases, discharges, and will save harmless RDC, the City and their agents, servants and employees from any and all demands, claims, actions, and causes of action arising out of any of the causes aforesaid.
26. **Taxes:** Renter will pay al taxes in connection with this Agreement unless RDC is provided a copy of Renter's valid Tennessee Tax Exemption Letter.
27. **Requirements to Others:** Renter must include all requirements of this Agreement in all agreements it has or makes with vendors or other parties with RDC being named a beneficiary of such agreements.
28. **Governing Law:** This Agreement shall be governed, construed and enforced according to the laws of the State of Tennessee. Accordingly, the parties to this Agreement submit to and understand that any and all actions shall be instituted and litigated in the Courts of the State of Tennessee located in Shelby County, Tennessee, and no other. Renter shall reimburse RDC for any attorneys' fees and expenses incurred by RDC in enforcing its right and the obligations of Renter under this Agreement.
29. **Compliance:** Renter understands that failure to comply with these terms and conditions may cause immediate revocation or termination of this Agreement and affect future use.
30. **Assignment:** Renter shall not assign this Agreement, nor sublet the premises or any part thereof, without the prior written consent of RDC. This Agreement contains the entire agreement of the parties hereto with respect to the Event. No waiver of any right of RDC hereunder shall be valid unless in writing and signed by a duly authorized representative of RDC.