

# City of Covington, TN



# SPECIAL EVENTS & FACILITIES USAGE APPLICATION

# APPLICATION PROCEDURES

Applications for permits for special events (“Special Events”) must be filed with the City of Covington Events Coordinator at 790 Bert Johnston Ave. in Covington, TN, not less than sixty (60) days prior to the proposed activity dates. Applications from an organization/entity (“Event Sponsor”) seeking a Special Events permit are accepted on a first-come, first-served basis. Dates will not be held without receiving a completed application and the appropriate fees. Only one date per application will be considered, unless the Special Event is scheduled to occur on consecutive days.

- There is a non-refundable application fee of \$25 to be submitted with the application sixty (60) days prior to the proposed activity dates. After receipt of the completed application, the application will be forwarded to the Special Events Committee meeting for review. **The Special Events Committee meets the first Thursday each month, at 10:00am, in the Blue Room, 790 Bert Johnston Ave.(Sportsplex) . It is required that the Event Sponsor attend the Committee meeting.** After review with the Committee, any additional required fees, conditions, or restrictions, with a decision of approval or denial, will be given to the Event Sponsor. The Special Events permit is not transferable. If the application is declined, the application fee will be refunded.
- Upon approval of its application, the Event Sponsor, at its sole expense, is required to obtain Comprehensive General Liability Insurance, issued by a responsible insurance company and in a form acceptable to the City, providing coverage for the Event Sponsor on an occurrence basis against claims for bodily injury, death or property damage with combined single limits of not less than \$1,000,000 for bodily injury and property damage. Additional liability insurance may be required for higher risk events such as truck and tractor pulls, demolition derbies, carnivals, etc. Comprehensive General Liability Insurance policy shall provide that the City be an Additional Insured. The certificate must be approved by the City of Covington in advance of the event.
- The Event Sponsor must sign a Waiver, Release and Indemnity Agreement in this Application packet.
- **NO** activity will be permitted which is in violation of local ordinances or state or federal laws or regulations. The Event Sponsor must adhere to all Local Ordinances, City Police, Fire and Public Health codes.
- The Event Sponsor must provide a drawing/detailed map to include the area to be used, entry and exits (if closed) and set up structures (i.e. bleachers, fences, vendors, tents, etc.).
- The City will retain first priority for use of all City facilities. The City of Covington does not discriminate against events or event sponsors on the basis of race, religion, nationality, ethnicity, sex, gender, or age. However, the City reserves the right to deny any event application that promotes a discrimination of others based on federally protected status or may incite violence.

All fees adopted by the Board of Mayor & Aldermen (per the current adopted fee schedule) apply to Special Events. These fees cannot be waived unless approved by Finance & Administration. F&A meets the third Tuesday each month at 4pm, in the lower level conference room at City Hall. Information for F&A meeting agendas must be added by noon Wednesday prior to F&A meetings.

Failure to meet all applicable deadlines and/or to follow and timely satisfy all applicable terms and conditions for the Special Event may result in the City rescinding its approval of the event and cancellation of the Special Event.

If you have any questions, please call Covington Events Coordinator at 901-476-3734.

# CITY OF COVINGTON, TENNESSEE

## Waiver, Release and Indemnity

COME NOW, \_\_\_\_\_ (the **“Event Sponsor”**), and make this Waiver, Release and Indemnity as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WHEREAS, the Event Sponsor desires that the City of Covington, Tennessee hereinafter the **“City”**) allow the Event Sponsor to host that certain Special Event referred to as hereinafter the **“Special Event”** and

WHEREAS, the Event Sponsor has filed that certain Application with the City to request that the City permit such Special Event to occur.

NOW, THEREFORE, in consideration of the premises, the Event Sponsor hereby RELEASES, DISCHARGES and COVENANTS NOT TO SUE the City of Covington, including, but not limited to, its employees, elected officials, agents, representatives, volunteers, and other related persons (hereinafter individually and collectively referred to as the **“Released Parties”**), and each of them individually and collectively, for any and all liability, claims, or expenses, including attorney’s fees, for any loss, injury, death, damage or other loss, of whatever nature and howsoever incurred, that may arise out of or in any way be related to the Special Event, including, without limitation, any liability, claim, or expense for personal injuries and/or property damage, resulting from or arising out of any act or omission (whether arising, without limitation, from allegedly negligent, reckless, or intentional conduct) whatsoever of the Released Parties.

The Event Sponsor further agrees to INDEMNIFY the Released Parties and HOLD the Released Parties HARMLESS from and against any and all liability, claims, demands, causes of action and/or expenses, including attorney’s fees, (whether arising, without limitation, from allegedly negligent, reckless, or intentional conduct of the Released Parties or otherwise) asserted by any person or entity in connection with or related to the Special Event or the use of City’s facilities and/or property in connection therewith.

The Event Sponsor hereby states that it fully understands the risks involved in participation in the Special Event and that it has taken and will take all necessary precautions to protect itself and others. The Event Sponsor hereby agrees to ASSUME any and all risks and dangers related to, arising out of, or otherwise involved with its participation in the Special Event and use of the City’s facilities and/or property. The Event Sponsor further agrees to conform to and comply with all rules and regulations of the City in connection with the Special Event.

The Event Sponsor hereby represents and warrants to all parties that it has the lawful right to execute this Waiver, Release and Indemnity.

The Event Sponsor hereby acknowledges that it has had the opportunity to review this Waiver, Release and Indemnity and has had the opportunity, whether exercised or not, to have its respective attorney review this Waiver, Release and Indemnity. The Event Sponsor further agrees that this

Waiver, Release and Indemnity are intended to be as broad and inclusive as permitted by Tennessee law and that if any portion thereof be held invalid, the balance shall continue in full legal force and effect.

The undersigned individual acting on behalf of the Event Sponsor by executing this Waiver, Release and Indemnity hereby represents and warrants to all parties that he/she has been duly authorized to execute and deliver this Waiver, Release and Indemnity on behalf of the Event Sponsor. WITNESS THE DUE EXECUTION HEREOF.

**EVENT SPONSOR**

\_\_\_\_\_  
(Name of entity – if applicable)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title of person signing this Application, if on behalf of an entity)

\_\_\_\_\_  
(Date Signed)

# CITY OF COVINGTON

## Special Events Basic Services

The following services are considered “Basic Services” for Special Events that use City of Covington Facilities. No additional fee is charged by the City for the provision of Basic Services:

- **Administrative/Advisory Support** – The City of Covington will provide support to the Special Event Committee for the purpose of staff support concerning facility usage.
- **Facility** – Park/Site (ready for use) – The City of Covington facility will be ready for use each day according to the City’s normal maintenance schedule.
- **The Event Sponsor** is responsible for placing trash in receptacles (cans or other containers), leaving the facility ready for use. If the Sponsor fails to remove trash and leave the facility ready for use, the Event Sponsor will be responsible for the Standard Event Fees. (See page 14, Public Works Additional Manpower fees.)

The following services are required by the City but are not included in Basic Services and may involve fees:

- **On-site custodial support** – The Event Sponsor is responsible for maintaining cleanliness in accordance with Health Code requirements.
- **Garbage removal** –The City will provide rollouts prior to the Special Event start time. This does not include trash pick-up, which will be the responsibility of the Event Sponsor.

The following are services that are available to the Event Sponsor for a fee: see note below.

- Traffic Control/ Public Safety Presence (as determined necessary by Police Department, Fire Department, and Public Works Department)
- Facility Rentals
- Pavilions
- City Stage

### **PLEASE NOTE**

All fees for additional services will be figured at the employee’s hourly rates (according to employment laws). All time worked by City employees will be paid through the City of Covington payroll. City employees are NOT to be paid directly by the Special Event Sponsor.

## EVENT VENUE MAP

Event Sponsor must provide a drawing or a detailed map of venue.

Map/drawing to include all of the following (if applicable):

1. Map of entire venue, to include street closures
2. Traffic control plan and diagram
3. All entry and exits, fire lanes, barricade
4. Structures (bleachers, fences, displays, booths, stages, rides, tents, etc.)
5. First-aid station

**CITY OF COVINGTON, TENNESSEE**  
**Special Events Application**

Date(s) of Event: \_\_\_\_\_

Name of Event: \_\_\_\_\_

Location: \_\_\_\_\_

Set-up	Daily Starting	Daily Ending	Cleanup
Time: _____	Time: _____	Time: _____	Time: _____

Event Sponsor/Organization: \_\_\_\_\_

Street Address, City, Zip: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

Applicant's Name: \_\_\_\_\_ Phone: (    ) \_\_\_\_\_

Person in charge on day(s) of event (onsite): \_\_\_\_\_

Cell Phone \_\_\_\_\_

Estimated Attendance: \_\_\_\_\_

Provide a detailed Description of the Event: \_\_\_\_\_  
\_\_\_\_\_

Outdoor Fireworks Certified Operator: \_\_\_\_\_

Applicant, on behalf of himself/herself and the above organization and members thereof, agree to abide by the policies and procedures set forth in this application packet and represents that he/she is submitting this Application on the basis of his/her good faith belief in the truthfulness of all assertions contained herein. If he/she is signing this Application on behalf of an entity (for example, a corporation, partnership, or LLC), he/she hereby represents that he/she is duly authorized to make this Application on behalf of the entity named herein.

**EVENT SPONSOR**

\_\_\_\_\_  
Name of Entity

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Person Signing Application

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date Signed

**COVINGTON PARKS AND RECREATION**  
**Park Vendor Application**  
(Please print or type)

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Business Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Information:

If applicable, business web address: \_\_\_\_\_

Dates of Liability Insurance: \_\_\_\_\_ to \_\_\_\_\_

Describe Space Set-Up: \_\_\_\_\_

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Will you have a vehicle inside of event area: (i.e. Mobile Food Station) Yes \_\_\_\_\_ No \_\_\_\_\_

If so, describe the source used to power the vehicles: (i.e. generator, vehicle engine or diesel)

Vehicle Make: \_\_\_\_\_ Model: \_\_\_\_\_ Tag Number: \_\_\_\_\_



# COVINGTON PARKS AND RECREATION Park Vendor Product List

**Product Category:** Food \_\_\_\_\_ Non Alcoholic Beverages \_\_\_\_\_ Merchandise \_\_\_\_\_

Cobb Parr Park: \_\_\_\_\_ Frazier Park: \_\_\_\_\_ Shelton Park: \_\_\_\_\_ Patriot Park: \_\_\_\_\_

Baltzer Park: \_\_\_\_\_ Frazier Ball Field: \_\_\_\_\_ Pole Barn: \_\_\_\_\_ Whitley Pavilion \_\_\_\_\_

Covington Ball Complex: \_\_\_\_\_ Park on the Square: \_\_\_\_\_ T-Ball Fields: \_\_\_\_\_

Equestrian Arena: \_\_\_\_\_ Other: \_\_\_\_\_

Product:	Description	Approval

# COVINGTON PARKS AND RECREATION

## Park Vendor Product List

### **Liability Release and Certification of Application:**

I assume all risks and hazards incidental to the conduct of the activities and transportation to and from the activities. I do further hereby release, absolve indemnity and hold harmless the Covington Parks and Recreation Department, the organizers, the sponsors, the supervisors, the instructors. In case of injury or sickness during any activity, I likewise waive all claims against the organizers, the sponsors or any of the supervisors or instructors appointed by them. If I am unable to be contacted, the Covington Parks and Recreation Department has permission to obtain proper medical attention. I give permission for my child to be photographed while participating in the activity and for such photographs to be publicized in local newspapers and/or City Publications or social media.

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

# COVINGTON PARKS AND RECREATION DEPARTMENT

## Park Vendor Guidelines

The Event Sponsor agrees to enforce, to the best of their ability, the Park & Recreation Department's current park vendor guidelines.

- No person will be allowed to solicit, peddle, sell or distribute any article or item in the parks without permission.
- Event Sponsors must make known to the P & R any plans to include park vendors in an event, regardless of the arrangements or considerations that are to be received by the Event Sponsors from the park vendor.
- Park vendors, wishing to sell or distribute merchandise, must complete an application with the Event Sponsor. Park vendors must provide all documentation, explanations and information requested to the Event Sponsor.
- Applications must include specific information including, but not limited to, business name, address, and types of sale items. Attached to the application must be proof of liability insurance, a copy of a business license, and if applicable, a copy of a food permit. The applicant must also sign a waiver releasing the City of Covington of any liability.
- Park vendors are responsible for carrying \$1,000,000.00 liability insurance. Additional liability insurance may be required for higher risk events such as truck and tractor pulls, demolition derbies, carnivals, etc. A copy of the insurance certificate must be presented to the Event Sponsor and name the City of Covington as additionally insured. The certificate must be approved by the City of Covington in advance of the event.
- Event Sponsors will insure that vendors comply with adopted park rules and regulations that govern the use of City facilities.
- Park vendors may sell only those products applied for and approved on their application. Any vendor found with unapproved products may be asked to remove the products.
- The items to be offered for sale at park locations may include food, non-alcoholic beverages, and merchandise. Park vendors are not authorized to sell services or souvenirs. All products offered for sale and for public consumption by park vendors, shall be first grade quality. All Federal, State, and Local regulations pertaining to the quality of products offered for sale shall be met by vendors.
- Park vendors are required to provide their own materials when securing space. This includes, but not limited to, tables, chairs, signage, extension cords/electric generators, umbrellas or awnings, and weights for umbrellas, awnings or canopies.
- Park vendors shall provide at their own expense, all equipment necessary to provide the items for sale in the conduct of the business. All equipment used shall be in a self-contained unit. No storage area, water, electricity, or other utilities will be supplied by the P&R Department. Generators may be used in the vending operation with approval from the Parks Director or authorized designee.
- Park vendors are responsible for maintaining their space in a clean and sanitary condition and are responsible for disposing of any debris at the close of business. If the vendor fails to remove trash, the Park vendor will be responsible for the Standard Event Fees. (See page 14, Public Works Additional Manpower fees.) A cleaning deposit may be required.
- No produce or product sold for consumption may be stored or displayed directly on the ground.
- Park vendors must use signage listing the name of their business. Product names and prices must be clearly labeled.
- No signage or pamphlets are allowed to promote activities that are not related to vendor business. This includes, but not limited to, unrelated commercial businesses, controversial topics, and political and/or religious affiliations.

# COVINGTON PARKS AND RECREATION DEPARTMENT

## Park Vendor Guidelines

(page 2)

- Park vendors may not sublet vendor space or spaces nor share vendor space with another vendor.
- The Event sponsor has the authority to prohibit the sale of any product that does not conform to the original request.
- No firearms or alcohol are allowed on Park property. Any violations will result in dismissal of agreement. No refund will be offered.
- Children must be supervised at all times. Children are not permitted to roam or wander unsupervised.
- A domestic animal may be brought into a Park area, provided that such animal shall be continually restrained by a leash not to exceed six feet in length.
- Park vendors operating a motor vehicle on Park property must drive in a careful and prudent manner and observe the entrance and exit roadways.
- No selling is allowed before the requested times.
- Park vendors are responsible for collecting payment for their own product and any applicable sales tax.
- Professional conduct is expected. Any yelling, swearing, harassing, or threatening other vendors, volunteers, or management will not be tolerated. This type of behavior may result in permanent expulsion with no redress.
- Park vendors shall dispense all beverages and liquids in cans or paper/plastic cups. No glass bottles shall be used to serve customers.
- Vehicles and/or equipment related to the vending operation shall not be parked, stored, or left overnight in any Park location. Park vendors shall not block the passage of the public through a public area or interfere with access to ramps for individuals with disabilities.
- Park vendors shall not leave their equipment unattended at any time.

The Covington Parks and Recreation Department reserves the right to expel a vendor without warning for safety related or other serious offenses.

### **Acknowledgement of Park Vendor Guidelines:**

I certify that I have read the Park Vendor Guidelines and will abide by them. I understand the consequences of violating them. I understand that I cannot sell anything that I did not include on the Product List above.

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Keep a copy of this list during the event. P & R has the right to audit list during the event.

### **CHECK LIST:**

_____ PARK VENDOR APPLICATION	_____ PARK VENDOR PRODUCT LIST
_____ PARK VENDOR GUIDLELINES	_____ LIABILITY INSURANCE
_____ BUSINESS LICENSE	_____ FOOD PERMITS IF APPLICABLE

## SPECIAL EVENTS CHECKLIST – PLEASE INCLUDE DETAILS FEES TO BE APPLIED IF APPLICABLE.

WILL YOU BE HAVING:	YES	NO	DETAILS/LOCATION (brief description required)
Alcohol/Beer *			
Bicycle Race			
Car Show			
Carnival Games			
Carnival Rides			
Concert (specify music type & # of bands)			
Cooking			
Dancing			
Fencing (indicate on venue map)			
Fire Extinguishers			
First Aid Area (indicate on venue map)			
Food Vendors (specify type and number)			
Foot Race			
Inflatable (indicate on venue map)			
Live Performers			
Movie			
Parade			
Tents (indicate on venue map)			
Retail Sale Booths (indicate on venue map)			
Security (must be licensed security firm)			
Signage			

**\*If you are having alcohol/beer at your event you must be in compliance with the ordinances of City of Covington and the laws of the State of Tennessee regarding beer and alcohol.**

**SPECIAL EVENTS CHECKLIST – PLEASE INCLUDE DETAILS  
FEES TO BE APPLIED IF APPLICABLE. (con't)**

<b>WILL YOU NEED:</b>	<b>YES</b>	<b>NO</b>	<b>DETAILS/LOCATION (brief description required)</b>
Bleachers			
City Stage			
Electricity			
Garbage Removal			
Medical Staff (Event 50+ Attending)			
Pavilions			
Security (specify dates & times) (additional fee required)			
Street Barricades (specify)			
Street Closure (specify)			
Traffic Control			
Water Hook-up			

**Additional Requests/Comments:**

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## Standard Event Sponsor Fees

SERVICE DESCRIPTION	HOURLY FEE	TOTAL
Application Fee		<b>\$25</b>
City Stage		<b>\$1000</b>
Fire Extinguisher Usage		\$250 Refundable Deposit if Fire Extinguishers are NOT used.
Fire Department Additional Manpower	<b>\$30 per hour per person</b>	
Parks & Recreation Additional Manpower	<b>\$25 per hour per person</b>	
Police Department Additional Manpower	<b>\$30 per hour per person</b>	
*Public Works Additional Manpower	<b>\$27 per hour per person</b>	

\*Any equipment or vehicle usage will be charged current State rate.

**For Interoffice Use Only**

**Standard Event Sponsor Fees:**

**Application Fee:** \_\_\_\_\_ \$25.00

**City Stage Fee:** \_\_\_\_\_

**Fire Extinguisher Usage:** \_\_\_\_\_

**Fire Department Additional Manpower:** \_\_\_\_\_

**Parks & Recreation Additional Manpower:** \_\_\_\_\_

**Police Department Additional Manpower:** \_\_\_\_\_

**Public Works Additional Manpower:** \_\_\_\_\_

**Amount Due From Event Sponsor:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**Special Events Committee:**

**Approved:** \_\_\_\_\_ **Not Approved:** \_\_\_\_\_

**Date:** \_\_\_\_\_