



Special Event Management by
Grassroots Productions Limited, Inc.
On Behalf of Center City Park, LLC and the Property Owners

Policies, Procedures, and Fees

March 1, 2010

Center City Park at Elm and Friendly in Downtown Greensboro (the “Park”) is available for use for a limited number of events and festivals annually. Grassroots Productions Limited, Inc. (hereinafter referred to as Grassroots) is serving as Special Event Manager for Center City Park, LLC and the property owners.

Contact: Special Event Manager for Center City Park
c/o Grassroots Productions Limited, Inc.
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POLICY:

It is the policy of Grassroots Productions Limited, Inc. to make portions of the Park available for use on a limited basis. The Elm Street Garden and Allées shall remain available for public use at all times.

Grassroots will review applications for the use of the Park for events including exhibits, fundraising events by non-profit organizations, concerts, festivals, corporate or private events, etc. Grassroots, Center City Park, LLC and the property owners reserve the right to decline uses of the Park in their sole discretion.

Users of the Park shall be responsible for abiding by all applicable ordinances and Park policies.

Each approved use of Center City Park shall:

- be consistent with the License to Use under which Center City Park, LLC allows others to use the Park.
- be compliant and consistent with applicable laws and the logistical limitations of the Park.
- be subject to scheduling limitations and staffing requirements.
- provide no detraction from the public image of the Center City Park.

All scheduling for set-up and delivery of equipment, exhibitors, caterers, beverage suppliers, sound technicians, musicians, decorations, and for Licensee staff and/or volunteers, etc. must be coordinated through Grassroots and scheduled during the contracted time period or by appointment on a fee basis.

Commercial and publicity photography, films and television production may be permitted when it is compatible with the character of the Park. Specific approval is required in each instance, and fees may be charged.

Prohibited Uses or Activities in Center City Park:

- Any event or conduct that is inconsistent with the Center City Park Rules and Regulations.
- Any event that may be inappropriate or would detract from the public image of Center City Park
- Bands on weekdays except during lunchtime (11:30 am-1:30 pm) or after 5:00pm.
- For profit events.
- Events that cause excessive wear and tear to the grounds and horticultural aspects or equipment of Center City Park.
- Sales of food, beverages or goods without specific permission from Center City Park, LLC
- The throwing of rice, confetti, candy or birdseed, etc.
- Other as determined by each of the Center City Park, LLC or the property owners at its sole discretion.
- **Smoking – the Licensee will be required to do everything in its power to maintain a smoke-free environment during the event.**

PROCEDURES:

1. BOOKING, LICENSE TO USE and PAYMENTS:

Application for use of the Park must be made with the Special Event Managers of Grassroots Productions Limited, Inc. at least 45 days in advance of the proposed event date. A date may be tentatively reserved for a period of ten (10) calendar days by a verbal communication with the staff. During that time, the staff will provide a package of user information including Policies, Procedures and Fees and a diagram of the space available for license to the interested party.

The Event Application form must be completed and returned with the non-refundable application fee before an event can be reviewed for approval and confirmation of the date requested. Each applicant must provide information including the type and purpose of the event being planned as well as the duration of the event, activities planned, time-table and estimated number of attendees and guests, the name and address of the individual or organization’s representative responsible for payment of fees and damages. Additional information is required if catering, decorations, audio-visual equipment, musicians, display materials, rental equipment, etc. will be utilized.

The applicant should schedule an appointment with Grassroots staff to review the Event Application and to answer any questions prior to the Application being submitted for review and approval to the Center City Park, LLC.

Upon approval of the Event Application, a License to Use will be sent to the Licensee stating the date and nature of the event as well as the amount of the necessary non-refundable Holding Fee. **When properly signed, and returned along with the non-refundable Holding Fee, the License to Use shall serve as a binding contract between the applicant and Grassroots Productions Limited, Inc.**

The License to Use and non-refundable Holding Fee must be received by Grassroots by the date noted on the License to Use in order for the event date to be confirmed. (Generally, this is ten days after the License to Use is mailed, but no later than fourteen days prior to the event.) Use is restricted as stated in the License to Use, the established time limits must be strictly adhered to, and the Special Event Manager of Grassroots must approve any change in advance and in writing.

The Holding Fee will be applied to the Estimated Base User Fees and Event Fees Addendum; payment of fees is due fourteen (14) days prior to the event. If the balance of the fee is received the week of the event, it must be paid by either a cashier's check or money order. Adjustments to the event fees will be invoiced by Grassroots within fifteen (15) days following the event and must be paid within fifteen (15) days of the Final Invoice Date. Any refund due will be paid within fifteen (15) business days after the event.

Should Licensee fail to remit payment as invoiced in a timely manner, the Licensor will be entitled to recover from the Licensee all expenses incurred with respect to the collection of the outstanding balance, including interest not to exceed the maximum legal rate, and any reasonable collection or attorney fees actually incurred.

Center City Park may be shown and event arrangements finalized only by appointment, Monday - Friday, 10:00 AM - 6:00 PM.

2. LOCATION & TIME:

Center City Park is located on Friendly Avenue, spanning the block between Davie Street and North Elm. With the exception of the Elm Street Garden and Allées, the entire Park can be licensed to use for large events and festivals or a portion of the Park can be licensed to use for small events. Applicant should indicate the areas of interest for the proposed event on the Center City Park Map.

All events must be concluded and the Park must be vacated by 1:00 AM.

If an event exceeds the contracted time limits, there will be an additional charge per hour as provided in the Base User Fees Schedule plus any additional Staff fees. Staff fees will be charged for deliveries and pickup of equipment outside the contracted time period for an event.

3. SPECIAL EVENT STAFF ASSISTANCE:

A Special Event Manager provided by Grassroots Productions Limited must be on-site to supervise use of the Park during the set-up of an event, during the event and to close the Park after an event. It should be clearly understood that the duties of the Special Event Manager are to facilitate use of the Park premises as designated on the Event Application and License to Use document and to assure that the Licensee maintains security of the site and its attributes. Depending upon the size and scope of the event, Grassroots may determine that two Special Event Managers or additional Event Staff may be required to be on duty. Licensee will pay for all Special Event Manager and Event Staff services in addition to the user fees.

The Special Event Manager(s) will:

- open the Park for set-up/preparation and event activities.
- oversee the set-up to assure that it is in accordance with Park guidelines and city codes.
- oversee use of the Park, equipment and parking areas.
- assure that the Catering and Vendor Rules and Regulations are followed.
- provide liaison for security officers during an event.
- complete the Event Check Out procedures with the Licensee.
- close the Park after all parties have departed.

Additional Event Staff can be hired for event set-up, takedown, unloading of equipment or for clean up. Event Staff cannot be used to serve food or beverages or to handle tickets or money.

4. DAMAGE DEPOSIT:

A Damage Deposit, ranging from \$250 to \$2,500, commensurate with the size and type of event, is required to secure Licensee's compliance with all the conditions of the License to Use Center City Park. The Damage Deposit will be held until the conclusion of the Special Event and removal of all Licensee's equipment and materials from the Park, after which time, Grassroots will inspect the premises to determine if any physical damage has been done to the property, or if any failure to properly clean Center City Park or to remove debris in the Park and adjacent areas has occurred or if any additional charges for security, staffing, cleaning, equipment or otherwise apply. The expense to repair any damage, complete a proper cleaning and removal of debris shall be paid from the Damage Deposit together with any and all additional fees owed by Licensee. Any balance of the Damage Deposit will be mailed to the Licensee within 15 business days following the event. If the Damage Deposit is insufficient to cover the remediation costs, Licensor shall invoice Licensee and Licensee shall promptly pay the balance due.

5. INSURANCE:

For all events in Center City Park, proof of insurance is required. At least two (2) weeks prior to the event, the Licensee will provide Grassroots with a certificate of general public liability insurance for the date of the event against claims for bodily injury of not less than \$1,000,000 and not less than \$100,000 for property damage, with no deductible. This certificate must name Grassroots Productions Limited, Inc., Center City Park, LLC, Downtown Greensboro Inc., Action Greensboro, City of Greensboro, Downtown Greensboro Renaissance, LLC and CFREMF Real Estate Holdings I as additional insured.

Grassroots can arrange for insurance coverage if a Licensee cannot provide the certificate of insurance required; Licensee would pay the premium.

The person signing the License to Use Agreement assumes responsibility for the conduct of all persons at the Special Event, as well as all financial responsibility for payment of fees and covering any damage or loss of Park property occurring as a result of, or during the Special Event, and for any personal injury which may occur during or as a result of such use.

6. PERMITS:

Depending on the size of the Special Event, permits may be needed. The Special Event Manager at Grassroots will assist the user in determining which of the following permits may be needed. It is the Licensee's responsibility to obtain all required permits in a timely fashion, including contacting the Fire Marshal and Guilford County Health Department if using a Caterer or Food Vendors and the Fire Marshal if using large tents.

ABC – Special one-time Permit
Privilege License
Special Events Permit

Sign Permit
Tent Permit

7. SECURITY:

Off-Duty police officers are required when alcoholic beverages are to be served in the Park, when 200 or more guests are anticipated, when streets must be closed, or as deemed necessary by Grassroots. The Special Event Managers at Grassroots will work with Licensee and the Greensboro Police Department to determine the number of Off-duty Officers needed. After that number is determined, the Licensee will be responsible for contacting the Greensboro Police Department to request off-duty officers. To ensure the best accommodations possible from the Greensboro Police, the Department scheduler should be contacted at least 60 days prior to the Special Event. Grassroots can assist with this on an as-needed basis.

The Police officer(s) must remain at the event until all guests have departed from the Park unless authorized to leave by the Special Event Manager. Officers will be in place thirty minutes prior to the scheduled starting time of the event.

The Special Event Manager may require that portions of the Park be barricaded to provide safety for those attending the Special Event and for others using the Park. For ticketed events and events serving alcohol, the Park must be secured with a combination of barricades and fencing. The cost of installation and removal of the barricades and fencing will be added to the Licensee's fee schedule.

Licensee is responsible for the actions of its guests. If a problem arises at a Special Event that places the guests, the staff, the Park or the public in danger, the Special Event Manager has the authority to terminate the event without refund of the user fee. This may also affect future uses by the Licensee.

8. TENTS, SIGNS, BANNERS AND DECORATIONS:

Signs and banners must comply with current city ordinances and may be posted on tents, barricades or stages during a Special Event. Banners and posters that are promoting an event may be supplied by Licensee for display with the approval of Center City Park, LLC. The Special Event Manager will suggest locations for advance event posters and banners with Licensee. Upon approval, Event Staff will hang banners and posters in advance of the event on a fee basis.

All signs, banners, canopies, tents and decorations must be flame retardant. There will be no staking for tents, canopies, signs or equipment of any kind in the Park.

The Licensee will be required to submit a list of decorations to Grassroots for review prior to the event to insure that city fire regulations for places of public assembly can be met. Open flames are not permitted with the exception of votive candles. The use of glassware, glitter and confetti, throwing rice and/or birdseed is prohibited. Extra clean up charges may be incurred if decorative items deteriorate and must be cleaned up by hand. Vendors supplying floral decorations or rental plants must clean up after decorating at the Park. All banners, signs, decorations, flowers etc. must be removed from the Park at the end of the event.

Grassroots will not be responsible for any decorations and equipment left after an event; after 10 days, Grassroots reserves the right to dispose of same and retain the proceeds.

9. CATERING AND VENDING PROCEDURES AT THE PARK:

If the Licensee has caterers and/or vendors of any sort (food, beverage, souvenirs, crafts, amusements, etc.), the caterers and/or vendors are responsible for the collection and payment of required sales taxes and for obtaining necessary Business Licenses from the City of Greensboro. The Licensee is responsible for ascertaining that all catering, food, and amusements vendors have general public liability insurance for the date of the event against claims for bodily injury of not less than \$1,000,000 and not less than \$100,000 for property damage, with no deductible. Caterers and Food Vendors must receive permits or approval from the Guilford County Health Department and the Greensboro Fire Department.

No motorized vehicles other than the Park cart will be allowed in the Park except on the Davie Street Stage Loop Drive. Loading spaces and parking for stock vehicles can be requested near Park entrances on Elm Street and Friendly Avenue. The Park cart and a driver will be provided to assist with unloading and loading on a fee basis. No vehicles are allowed to drive on the lawns. Handcarts are allowed in the Park.

All Caterers and Vendors, and in their absence, the Licensee are responsible for keeping all trash and debris in covered receptacles during the event and for removing all food garbage, debris and trash generated by their event from the Park premises at the end of the event. Caterer or Vendor must NOT fill the stationary Park receptacles with debris, especially cardboard. Extra bags and containers are available from the Special Event Manager. Potable water is available from the sink in the Catering Closet; waste water may be disposed of in the Catering Closet sink. Grease and greasy waste water must be removed from the Park premises by the Caterer or Vendor.

Glassware is only allowed in the Park for an event at the discretion of the Special Event Manager.

The Licensee must work with the Special Event Manager to plan in advance for all electrical needs for Caterers and Vendors. All electrical usage must be requested at least two weeks prior to the event to insure adequate coverage in the Park. The Special Event Manager will work on-site with last minute requests for electricity; however, all needs may not be able to be met.

10. SERVICE OF ALCOHOLIC BEVERAGES:

The Park has no permits for service or sales of alcohol. Any Licensee planning to serve beer, wine, or spirituous liquors and/or fortified wine must acquire the appropriate Special Occasions Permit from the North Carolina Alcohol Law Enforcement agency prior to the event. A copy of the ALE permit must be provided to Grassroots Productions and the permit must be posted at point of sale. Licensee and caterer must assume all liability with respect to alcohol consumption and law. Security Officers must be present if alcohol is served. (See Section 7, Security)

11. EQUIPMENT

TENTS, TABLES & CHAIRS -- Through Center City Park/Grassroots, other “Event Equipment” can be rented – including tents, tables, folding chairs, sound system, etc. In most cases, there will also be a labor charge to have the equipment delivered and set-up. Licensee is responsible for renting and returning any equipment that is procured from an outside vendor or the Licensee may contract with Grassroots to assist in the rental. No staking is allowed in the Park for any tents, canopies, signs or other equipment.

STAGE, SOUND, LIGHTS & ELECTRICAL NEEDS – The Special Event Manager will work with the Licensee to help coordinate electrical needs for any stage, sound or lighting system used. A Special Event Manager must approve all electrical connections. Only the Park’s licensed electrician is allowed to “tie-in” to the electrical panels. There is a charge for all electrical services, including the use of the permanent outlets and panels in the Park. If an Electrician is required for the event, that cost will be billed to the Licensee.

Licensees presenting music or using amplified sound may not exceed 95 decibels at 50’ from stage area Monday – Friday, 8:00am to 5:00pm. The Special Event Manager will measure the level of the amplified sound and may require it to be reduced. After 5:00 pm and on weekends, the level of sound must comply with current City ordinances.

PORTABLE TOILETS are required for all events lasting more than four (4) hours and/or involving more than 200 people or involving alcohol. Toilets must be provided at a rate of 1 per 150 people. The Special Event Manager(s) at Grassroots will coordinate with the Licensee on the number of toilets needed and their placement. If the event is longer than one day, arrangements must be made for the portable toilets to be serviced overnight. For small events, the two bathrooms in the Pavilion may be used when the Park Custodian is present.

12. RAIN POLICY AND WEATHER

If an event is rescheduled at least 24 hours in advance due to the threat of severe weather, Grassroots and the Special Event Managers will work with the Licensee to find an alternate date and reschedule the staff

and equipment. The Licensee understands that there may be additional charges involved due to equipment and staffing needs. If an event is canceled at any point during set-up or during the event, the Licensee will be charged full use fees and for all services used.

In case of inclement weather the Special Event Manager can at any time, due to safety concerns for the guests, the equipment and the Park, cancel the event. The Special Event Manager will work with the Licensee to determine if the event is to be delayed and/or canceled.

13. MAINTENANCE, CLEAN UP AND RESTORATION:

It is the policy of the Park not to allow staking of tents or other items in the Park. If staking occurs and sprinkler lines are damaged or other damage is caused, the Licensee will be responsible for repair costs.

It is the policy of the Park to prohibit vehicles from driving on the lawns or in the Park except on the Davie Street Stage Loop Drive. The Licensee may be subject to fines and/or repair costs for any damage caused by a vehicle that is driven on the lawns.

It is the responsibility of the Licensee to monitor trash during the event and to pull bags from Park trash receptacles, to provide and install new liners as necessary, to pick up litter from the ground and to maintain an overall "clean event."

After the event, it is the responsibility of the Licensee to leave the Park in the same general condition in which it was found. Cleaning up and restoring the Park includes moving Park furniture back to its designated area.

For events requiring more trash receptacles than are regularly located in the Park, additional containers can be provided for a minimal fee. Event Staff can be hired in advance of the event to handle event trash and disposal needs. If user needs this service, user should make arrangements with Grassroots at least one week prior to the event.

An additional fee will be charged if the Park Staff must do more than routine cleaning of the Park after use. Caterers and/or Vendors must remove all food garbage, debris and trash generated by their activities from the Park at the close of an event.

Clean up and removal of equipment, garbage and grease must be completed by the contracted time limit. No furniture or items may be dragged across the lawns; the Park cart or a hand truck or cart must be used to move large items.

BASE USER FEES: (See Base User Fees Schedule attached)

ADDITIONAL FEES AS APPLICABLE: (See Event Fees Schedule attached)

User rates and fees are subject to change until License to Use is executed and all deposits are paid.