



DISTRICT EVENT GUIDELINES

SPECIAL EVENTS

Thank you for your interest in hosting a special Event in the Town of Addison. The Town welcomes a wide variety of events that enrich the community for both visitors and residents. Promoters are encouraged to host the event in the Addison Arts & Events District; however, applications submitted for events in areas other than the District will be reviewed on a case-by-case basis. The following guidelines apply to the Addison Arts & Events District, but they shall remain generally the same for events held in other areas within Addison.

The Addison Arts & Events District offers a myriad of exciting venues that will accommodate every type of event from small gatherings to large festivals. An interactive water fountain with plaza area, two stages for musical and theatrical performances, an abundance of electrical, water and sewer hook-ups, park lighting, pergola, winding trails, combination of shaded and open space, and a pavilion with permanent restrooms are just some of the unique attributes that will complement a proposed Special Event.

The Addison Arts & Events District is conveniently located just north of Belt Line Road between Addison Road and Quorum Drive adjacent to the popular urban area known as Addison Circle, where you can live, work and play in one place. The adjacent retail shops, restaurants, residential housing, corporate offices, two unique parks, Stone Cottage, and the award-winning Addison Conference and Theatre Centre expand the appeal of hosting an Event in the Addison Arts & Events District.

These guidelines package are designed to guide Applicants through the process of applying for a District Event Permit. The Special Event Manager will review the application and will work with you through this process to encourage a successful Event.

The minimum requirements to apply for a Special Event Permit are:

- Completed Application
- Application Fee (Non-refundable as set forth in paragraph 3)
- Security Deposit (Per Paragraph 12a and refundable as set forth herein)
- Site plan of Event, showing all temporary installations, in relation to the surroundings, and a road closure/directional signage plan
- Proof of required Insurance Policy

The Special Event Office is located at:

Addison Service Center
16801 Westgrove, 2nd Floor
Addison, TX 75001

Barbara Kovacevich
Special Event Manager
972-450-6221; 972-450-2834 FAX
bkovacevich@ci.addison.tx.us

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APPLICATION PROCEDURES

All Special Events held in the Town of Addison are required to be conducted and held pursuant to a Special Event Permit issued through the Town of Addison's Special Event Division. Promoters are encouraged to host the event in the Addison Arts & Events District when appropriate; however, applications submitted for events in areas other than the District will be reviewed on a case-by-case basis. The following guidelines apply to Special Events attracting over 1,500 people to the Addison Arts & Events District but they shall remain generally the same for events held in other areas within Addison.

1. A Promoter desiring to apply for a Permit shall contact the Special Event Manager to inquire about available dates for the Special Event. Subject to the terms of these guidelines, an event returning to the District for a successive year may be given priority consideration for the same time period in which it was held in the previous year(s).
2. A Special Event Application form must be completed and submitted to the Special Event Manager no less than 120 days prior to the proposed event; however, the Promoter is encouraged to submit the application at least 180 days prior to the proposed event to allow for ample planning time. The Special Event Manager may waive the 120-day requirement if the application can be processed in a shorter time period, taking into consideration the nature and scope of the proposed event and the number and types of permits required to be issued in conjunction with the Permit.

Applications for District Functions will be accepted no earlier than 120 days prior to the event unless the proposed Function does not conflict with the time and space allotted for hosting a Special Event. Private social functions, such as weddings, birthday parties, bar mitzvah, bat mitzvah and other such celebrations, are restricted to existing enclosed areas. An Applicant shall apply for a District Event Permit using the form supplied by the Town of Addison.

The application shall contain, without limitation, the following information (all such information is public information subject to the Texas Public Information Act and other applicable law):

- a) Application Information – Applicant Name, Organization Name, Type of Organization (including a representation that the Applicant and organization are in good standing under the laws of the State of Texas and the United States), Address, City, State, Zip Code, E-Mail Address, Web Site Address, Telephone Number, Facsimile Number, Mobile Phone Number, Pager Number, On-site Contact and Mobile Phone Number of On-Site Contact.
- b) Event Information – Event Name, Event Date(s) and Time(s), Type of Event, Previous Dates, Previous Attendance, Expected Attendance, Confirmation of

Public/Private Event, Admission Fee, Estimated Budget, Proposed Event Area, Setup Dates, Teardown Dates, Event Sponsors, Event Beneficiaries.

- c) Advertising and Promotion – Listing of type of advertising and promotion, including radio, television, print ads, press releases, fliers, posters, direct mail, etc.
 - d) Event Special Features – Plans for sound amplification, stage, dance floor, food and beverage service (also provide name of concessionaire/caterer), sale or distribution of alcohol, open flames, cooking, road closures, tents or canopies, temporary fencing, restrooms, sinks, dumpsters, trash containers, trash collection, electrical service, rentals, professional parking/valet, carnival/amusement rides/attractions, climate control, pyrotechnics, seating, animals, barricades, bicycles, decorations, golf carts, inflatables, security, transportation, signage, sale of tickets, and any other special features planned for in connection with the Event.
 - e) Insurance – Evidence of insurance conforming to the requirements set forth in these Guidelines in paragraph 18, including name and contact information for Insurance Agency.
 - f) References – List of four organizations Promoter has done business with in connection with the proposed event.
3. Along with the completed application, submit a non-refundable application fee as outlined below plus the required security deposit as outlined in paragraph 12a. No application fee is required for a returning event, provided there are no significant changes to the previous year’s application, as determined by the Special Event Manager. If the application is not approved, the security deposit shall be refunded to the Applicant. Checks shall be made payable to the Town of Addison. Payment of the application fee and security deposit does not constitute permission to hold the event.

ESTIMATED ATTENDANCE	APPLICATION FEE
1,501 – 5,000	\$75
5,001-10,000	\$100
\$10,001-15,000	\$150
15,001-20,000	\$200
20,001 and over	\$250

REVIEW AND CONSIDERATION OF APPLICATION

4. The Special Event Committee will review each application and make a final determination on an application for a Permit within 30 days after a complete application, including all required fees, has been submitted to the Special Event

Division. The Committee may determine that clarifications or additional information may be necessary for proper consideration of an application; therefore, additional time may be necessary to make a final determination on the application. An applicant shall promptly provide such clarification for additional information.

5. The Committee may approve, approve with conditions, or revoke an application if it determines at any time after approval that the event is not in compliance with the Permit. A majority vote or consensus is required for any decision of the Committee. The Town of Addison does not discriminate on the basis of race, color, creed, national origin, political or religious beliefs, gender, age, or disability.

The Committee will consider the following factors when making a determination about the acceptance/denial of an application:

- a) Does the application establish that there will be ample opportunity to properly plan and prepare for the Special Event?
 - b) Do the proposed dates and/or location for the Special Event conflict with a current or planned Special Event or activity within the District or within the Town?
 - c) Does the Applicant have previous professional experience with hosting a Special Event of this nature or scope?
 - d) Has the proposed Special Event been held in the District or Town on a previous occasion?
 - e) Is the Special Event likely to promote tourism by attracting tourists?
 - f) Is the Special Event likely to have a positive economic impact by generating revenue for Addison hotels, restaurants and other merchants of the Town?
 - g) Will police, fire, and other Town services be unduly burdened or adversely affected by the Special Event?
 - h) Is the Special Event reasonably likely to cause injury to persons or property, to provoke disorderly conduct or create a disturbance?
 - i) Does the Applicant or Promoter owe any taxes, fines, or other fees to the Town?
 - j) Such other factors as the Committee may deem necessary or important in evaluating an application.
6. The Special Event Manager shall notify a Promoter in writing of the Committee's decision to deny or approve an event. If the application is approved, the

notification must advise the applicant of the minimum staffing levels for the event, any specific requirements imposed by the Committee and the time frame for completing such requirements.

7. The Committee's decision of denial may be appealed to the City Manager. The appeal must be made in writing and filed with the Special Event Manager within 10 days after the date of denial. If such appeal is not made within the 10-day period, the decision of the Committee shall be final. The appeal shall be decided by the City Manager within 30 days after the date of a timely filed appeal.
8. Any Permit that confers the privilege to use the District or portion thereof as applied for by the Applicant and approved by the Town does not grant any interest or estate in the District or any portion thereof or in any other premises of the Town of Addison, but is a mere personal privilege to do permitted acts of a temporary character within the said District or portion thereof in accordance with the Permit, application, these guidelines, and all applicable laws, rules, standards, policies, and regulations of the Town of Addison and any other governmental authority.

PAYMENT OF FEES

9. All fees payable to the Town of Addison in connection with an application and Special Event shall be paid with a check, money order or credit card (as directed by the Special Event Manager) in the name of the organization stated on the application and not later than the time period set forth in these guidelines. Payment shall be made payable to the Town of Addison. Promoter shall pay the Town interest, at the highest lawful rate per annum, on all amounts due after 30 days of receipt of invoice.
10. SECURITY DEPOSIT OR PERFORMANCE BOND – The minimum security deposit, as outlined in paragraph 12a (the "Security Deposit"), shall be required at the time an application is submitted to the Special Event Manager. The security deposit shall be refunded, if at all, in accordance with these guidelines and a Permit. Depending upon the scope and nature of the proposed event, the Town may use its discretion to increase the amount of the security deposit and may require additional security for the performance of all of the terms and conditions of a Permit (including, without limitation, the compliance with all of the terms and conditions of these guidelines) in the form of a security (performance) bond, letter of credit, or a cashier's check made payable to the Town of Addison ("additional security").

A pre-Event and post-event site inspection may be conducted by the applicant and the Special Event Manager to determine existing conditions. The Town may apply all or part of the security deposit and additional security, if any, to any charges due from Promoter or to cure any default of Promoter under the Permit (including, without limitation, charges related to the clean-up and restoration of the District or completion of an event, the Town shall refund to Promoter any portion of the

security deposit and additional security, if any, not used by the Town in accordance with the Permit.

11. ESCROW DEPOSIT FOR CITY SERVICES – When Town services (including, but not limited to, police personnel, fire and emergency medical personnel, parks department personnel, public works personnel, and equipment) are to be provided, an escrow deposit must be provided to the Town at least 10 days prior to the event in an amount established by the Special Event Manager in a budget for estimated service costs provided by the Special Event Manager. Said budget shall be provided to the Applicant at least 60 days prior to the event. Within 30 days after the event, the Town shall furnish to the Promoter or host a statement reflecting the actual costs incurred by the Town for such services (the "Actual Service Costs"). The Actual Service Costs shall be deducted from the escrow deposit and retained by the Town. If the escrow deposit exceeds the actual service costs, the Town shall refund the excess amount. If the Escrow Deposit is not sufficient to pay the Actual Service Costs, the difference must be paid by the Promoter or host within 10 days after receipt of notice to pay from the Town. Any interest earned on the escrow deposit shall accrue to the benefit of the Town.
12. SITE USE FEES – Site use fees (“Site Use Fees”) include the space rental fee, concession fees and electrical fees set forth below. Site use fees, if any, for areas outside of the District shall be set on a case-by-case basis.
 - a) SPACE RENTAL FEES - The following are the space rental fees and security deposit fees assigned to various areas within the Addison Arts & Events District. The space rental fees include charges for reasonable use of water and sewer receptacles.

Fifty percent of the space fee is due to the Special Event Manager no later than 90 days prior to the scheduled Special Event. Receipt of the remaining 50% of the space fee is due no later than 10 business days prior to the first date of the Special Event. Reasonable setup and teardown days that occur Monday–Friday will be included in the space fees and negotiated on a case-by-case basis.

SPACE	EST. SQ. FEET	FIRST DAY SPACE FEE	SUBSEQUENT DAY SPACE FEE	SECURITY DEPOSIT
ADDISON CIRCLE PARK:				
Entire Outdoor Space	342,394	\$18,000	\$9,000 per day	\$1,800
Ellipse	160,000	\$10,000	\$5,000 per day	\$1,000.00
Green (or partial fee as follows):	142,894	\$8,500	\$4,250 per day	\$850.00
NW Quad only	39,950	\$2,400	\$1,200 per day	\$240
SW Quad only	26,400	\$1,600	\$800 per day	\$160
NE Quad only	37,400	\$2,250	\$1,125 per day	\$225
SE Quad only	25,000	\$1,500	\$750 per day	\$150
East Garden only	3,944	\$250	\$125 per day	\$25
Central Garden Only	6,460	\$400	\$200 per day	\$40
West Garden only	3,740	\$225	\$112.5 per day	\$25
Pergola (must be rented with Ellipse or Green)	6,400	\$400	\$200 per day	\$40
Bowl	14,400	\$1,000	\$500 per day	\$100
Pavilion	2,500	\$750	\$375 per day	\$100
Plaza (only available with rental of entire space)	16,200	\$975	\$487.50 per day	\$100
ESPLANADE PARK:	15,500	\$950	\$475 per day	\$100
ADDISON CONFERENCE & THEATRE CENTRE: Call 972-450-6241 for pricing				
Conference Centre *	6,600	Call for Pricing	Call for Pricing	Call for Pricing
Theatre Centre*	6,560	Call for Pricing	Call for Pricing	Call for Pricing
Stone Cottage * (includes lawn area)	900	Call for Pricing	Call for Pricing	Call for Pricing
* Set-up days at 50%. Addison Conference & Theatre Centre Building Rules apply. Includes tables, chairs and linens currently in the ACTC inventory for indoor use only.				

- b) **ELECTRICAL CONNECTION FEES** – The Promoter shall pay the following fees for electrical connection to the permanent power sources:
1. 100 amp - \$125 per day
 2. 200 amp – \$250 per day
 3. 400 amp – \$500 per day
- c) **COMMISSION FEES** - In addition to the space rental fees, Promoter shall pay to the Town, within 30 days after the event, a commission equal to 10% gross of all food and beverage concessions sold during the event if using an Addison-based food service provider or 15% using a non-Addison based food service provider. The security deposit on file shall not be released until the commission has been received by the Town.

CANCELLATION AND REVOCATION POLICY

- 13. The Town may, in its sole discretion, postpone, cancel, suspend or close any Special Event or revoke a Permit for any of the following reasons: force majeure event (force majeure event means and includes fire, casualty, strikes, lockouts, labor trouble, inability to procure materials or supplies, failure of power, government authority, inclement weather, acts of God, war or terrorism or the potential or actual threat thereof, public safety or public welfare considerations, riots, strikes, or local, national or international emergencies, or other reasons of like nature). The Town shall have no liability for such postponement, cancellation, suspension, or closing. Further, the Town shall have no liability from the failure to postpone, cancel, suspend, or close the event for the above-listed or for any other reason.
- 14. The Town of Addison may revoke a Permit at any time due to the failure of Promoter to comply with any of the terms and conditions of the Permit, with the guidelines of the District or any other rules and regulations of the Town. The failure by the Town to revoke a Permit, or to exercise any right, power, or authority shall not constitute a waiver of the terms or conditions of the Permit and shall not affect the rights of the Town to enforce against any other or subsequent breach by the Promoter.
- 15. The revocation of a Permit does not prohibit the Town from exercising any and all additional rights and remedies available at law or in equity as a result of Promoter's failure to comply with the terms and conditions of the Permit, or other ordinance, rule or regulation of the Town.
- 16. No refunds of any space fee and security deposit shall be made if Promoter cancels the event for any reason whatsoever within 90 days of the scheduled date. Promoter shall notify the Special Event Manager in writing if he intends to cancel or change the dates the event.
- 17. If the event is cancelled or postponed due to a force majeure event, Promoter may reschedule the event at no charge within ninety (90) days following the original date of the event, subject to availability of the scheduled location.

INSURANCE REQUIREMENTS

- 18. The Promoter or host and all contractors and subcontractors shall purchase and maintain insurance at their own expense in the following minimum amounts during the event as well as during setup and teardown periods:
 - a) Statutory Limits of Workers Compensation Insurance
 - b) Employers Liability \$1,000,000.00
 - c) Commercial General Liability \$1,000,000.00
 - d) General Aggregate \$2,000,000.00
 - e) Product/Completed Operations Aggregate \$2,000,000.00
 - f) Personal & Adv. Injury \$1,000,000.00

g) Per Occurrence	\$1,000,000.00
h) Medical Coverage	\$5,000.00 per person
i) Fire Liability	\$50,000.00 per fire
j) Liquor Liability Endorsement	\$1,000,000.00/per claim
k) Comprehensive Automobile Liability leased, non-owned and hired automobiles)	\$1,000,000.00 (owned,

The Committee shall review the sufficiency of the required policies and, based upon the nature of the event, request reasonable changes or increases in coverages. Upon such request, the Promoter shall immediately increase the limits of such insurance to an amount satisfactory to the Town and make other reasonable changes requested. The amount required by the Committee shall be commensurate with other events of the nature of the subject event.

All such insurance shall (i) be issued by a carrier that is rated "A:VII" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas; (ii) name the Town of Addison as an additional insured on a primary basis in all liability coverages and include a waiver of subrogation endorsement in all coverages in favor of Addison.

Certificates of Insurance shall be delivered to the Special Event Manager within 30 days prior to the first day of the Special Event. Each such Certificate shall provide that it shall not be cancelled without at least 30 days written notice thereof being given to Addison. Certified copies of insurance policies shall be furnished to the Town of Addison upon request.

GENERAL RULES AND REGULATIONS

19. COORDINATION OF CITY SERVICES - To best serve the safety and welfare of the public, and to maintain the integrity of the District, it is the general policy of the Town that certain services shall be provided by the Town with the Promoter reimbursing the Town upon demand for all costs associated with the provision of such services (referred to in these as "City Services"). City services include, among other things, police protection, crowd control, fire protection, emergency medical service, parks maintenance, street closures, and traffic and parking control. The Committee will determine the minimum staffing levels needed by the Town to provide City services for an event. The Town of Addison assumes no liability arising or resulting from the determinations of such minimum staffing levels or the requirements of City services for any Special Event. There will be a 4-hour minimum charge for each Town of Addison employee engaged by the Applicant in connection with an event. Depending upon the scope and nature of the event, the Town may require in its discretion that the Applicant pay to the Town for a Town employee to serve as an overall on-site Event Coordinator ("Event Coordinator"), whose responsibility will be to coordinate the provision of City services.

20. PUBLIC SAFETY – At an event, off-duty and/or on-duty Addison police personnel shall provide the following functions: public safety and crowd control, overnight security and backstage security, escort for entertainment, escort for transportation of cash, and supervision of street closures and parking. The number of police officers and supervisors required will depend upon the type of Special Event and estimated attendance. The Chief of Police shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along a street or part thereof in connection with a Special Event. The Chief of Police shall post signs to such effect, and it shall be unlawful for any person to park or leave unattended any vehicle in violation of such signs.
21. FIRE PROTECTION AND EMERGENCY SERVICES – At an event, off-duty and/or on-duty Addison fire and emergency services personnel shall provide the following functions: fire prevention, fire protection, emergency medical response, weather monitoring, and closing or postponement of event due to inclement weather. The number of fire and emergency personnel required will depend upon the type of Special Event and estimated attendance. If a Promoter desires pyrotechnics for an event, a written request for pyrotechnics displays shall be included with the application. Fireworks, open pit fires and bonfires are strictly prohibited. The Town of Addison shall not be responsible for reimbursing Promoter for potential lost revenue from the sale of tickets or for reimbursing the Promoter or patron for the cost of previously sold tickets that are denied entrance to event once the Fire Department or Event Coordinator has determined the event shall be closed or postponed due to inclement weather or for other reasons.
22. STREET CLOSURES – Certain streets within the Town of Addison may be temporarily closed to limit or exclude vehicular and/or pedestrian traffic prior to, during and after any Special Event. Applicant shall submit its request for any street closure at the time of the Application; the Committee shall consider such request in evaluating the application, and may recommend additional or fewer street closures. Some street closures may require consent of businesses and property owners in the adjacent area. The Applicant shall submit for approval a road closure plan showing the layout of all barricades and signs. The Town of Addison Street Department shall supervise the placement of all barricades and signs placed on public streets or any public rights-of-way. The rental cost of barricades and signs shall be the responsibility of and paid for by the Promoter, which costs shall be paid in advance of the Special Event if required by the Special Event Manager.
23. PARKING AND TRANSPORTATION –
 - a) There are approximately 2,100 field and hard-surface parking spaces adjacent to the District that Promoter may use at no additional charge, pending availability. Promoter recognizes and acknowledges that parking facilities may be shared with other persons renting the District, the Addison Conference Centre, the Addison Theatre Centre and/or the Stone Cottage, and all such use shall be on a

first-come, first-served basis unless authorized in writing by the Special Event Manager.

- b) Since undeveloped fields account for a majority of the available parking spaces, a Promoter shall hire a professional parking company (subject to the approval of the Special Event Manager) to ensure that motor vehicles are parked safely and efficiently. At least 30 days prior to an event, a Promoter shall submit a comprehensive parking plan which identifies where parking is to be provided for event staff, equipment vehicles, Event participants, patrons (including parking for handicapped patrons), media and special guests.
- c) There are approximately 5,134 additional parking spaces located in remote structured parking garages that are located within walking distance of the District; however, a Promoter shall solicit permission from the property owners in order to use these spaces. If these remote parking spaces are to be used by the Promoter for the event, it is recommended that event patrons be offered the opportunity to ride on a tram, shuttle bus or similar means of transportation from the site of the parking to the site of the event.
- d) Any parking directional signs required by the Town will be the responsibility of the Promoter.
- e) Overnight parking of motor homes, travel trailers and campers is prohibited in the District.

24. SITE PLAN –

- a) A conceptual site plan of the premises to be used for the event must be submitted at the time of the filing of an application for a Permit. A final site plan, which must be approved by the Special Event Manager, shall be submitted a minimum of 30 days prior to the event, and must show a detailed diagram drawn to scale of the event including: the location of concession and display booths, portable toilets, dumpsters, location of stages and orientation of loudspeakers, locations for electricity and water, and other relevant elements. Once the final site plan has been approved, it cannot be altered without the prior written consent of the Town.
- b) Non-substantial on-site adjustments to the preliminary or final site plans may be made in consultation with the Special Event Manager or his designee. A walk-through to verify that the actual setup of the event site meets with the approved final site plan will be conducted prior to the event opening. Promoter is required to adhere to the determined occupancy number, and violation of the occupancy number can result in penalties and/or fines, and/or a revocation of the Permit.

25. PROPERTY MANAGEMENT –

- a) Removal or alteration of any part of the District is strictly prohibited, except as otherwise approved in writing by the Special Event Manager.

- b) It is the responsibility of the Promoter to locate the permanent amenities and fixtures (sprinkler heads, water retention fields, etc.) prior to construction of the event. Upon completion of the event, Promoter shall promptly repair and/or replace, as appropriate, any damage to the District or any other premises or property so as to restore the same to the order, condition, and state of repair prior to the Special Event. If the Promoter fails to promptly repair, replace and restore such property, the Town may do so and deduct the costs thereof from the security deposit or additional security (and if such amount is not sufficient to cover such costs, the Promoter shall promptly reimburse the Town upon demand the difference between such costs and the amount of any security deposit or additional deposit).
- c) Vehicular traffic is allowed within the District during setup and teardown; however, except as may be permitted by the Special Event Manager, Promoter shall restrict subcontractors and delivery trucks to the sidewalks and roadways to reduce the likelihood of damage to the District's permanent amenities.
- d) Promoter shall obtain permission from the Special Event Manager to erect a temporary structure or install a temporary service. Examples of temporary construction/service include, but are not limited to: freestanding tents, stages, fences, bleachers, electrical service, and telephone service.
- e) Carnival rides are restricted to the streets, hard surface parking lots and unimproved fields.
- f) Promoter shall use only a licensed master electrician for the connection and use of temporary power.
- g) Promoter shall be solely responsible for cleaning in connection with and during and after the event. All arrangements for the collection and removal of garbage, trash and other debris deposited during or related to the event are the sole responsibility of the Promoter. Applicants are required to meet quality sanitation standards by assuring there are an adequate number of litter containers on the site of the event, and by encouraging event patrons to dispose of trash in the proper containers. Promoter shall line all trash containers with appropriately sized plastic bags. Promoter shall contract with a commercial and permitted waste hauling company (approved by the Special Event Manager) for storage containers to hold trash and litter collected throughout the event. Overnight storage of garbage, trash or other debris shall be in metal containers with lids.
- h) Personal property, equipment, tents and other facilities erected for the event that are not removed from the licensed premises after the close of the event within the period required by the Special Event Manager may be removed and stored by the Town at the expense of the Promoter, Planner or host. The Town

and its officials, officers, employees and agents shall not be liable for any damage to or loss of any such property or facilities sustained during removal or storage of such property, equipment, tents or other facilities and the Promoter, Planner or host shall indemnify the Town, its officials, officers, employees and agents against all claims for any such damage or loss.

- i) The District features a limited number of permanent restroom facilities; however, additional portable toilets may be required to be located at the event site by and at the sole cost of the Promoter based on the nature and scope of the event, and the estimated attendance at the event. A minimum of one handicap portable toilet is required at each restroom location. Promoter is responsible for maintenance and cleanup of the permanent restroom facilities and portable toilets.
- j) Promoter shall maintain any portion of the District and all other property and facilities used by Promoter in connection with the event in a good, first-class condition. If Promoter fails to do so, the Town may perform such maintenance or repair of any such portion or property and Promoter shall pay the Town upon demand the reasonable cost of performing such maintenance or repair plus interest thereon at the highest lawful rate. Additionally, if the Town performs such maintenance or repair, the Town may deduct the cost thereof from the security deposit or additional security (and if such amount is not sufficient to cover such costs, the Promoter shall promptly reimburse the Town upon demand the difference between such costs and the amount of any security deposit or additional deposit).
- k) The District Pavilion shall be used only for the preparation of food material for service. The cooking of food material inside the facility is strictly prohibited. Promoter shall be responsible for cleanup of the facility. Clean-up of the kitchen must include the following: floors must be swept, counters cleaned, no food left anywhere in the facility, all materials removed from the kitchen belonging to the concessionaire or caterer, and all trash bagged and removed from the facilities and placed in a dumpster.
- l) Promoter shall dispose of wastewater (any water from food preparations, hand-washing facilities, ware washing facilities, ice water draining from canned or bottled drinks, etc.) in the sanitary sewer. No waste or wastewater is to be dumped into or down the storm sewer or be allowed to pool on or drain into the ground.

26. CONCESSIONS –

- a) Concessionaires and caterers must be approved by the City, and must obtain a Health Permit from the Addison Environmental Health Department a minimum of 30 days prior to the event and pay any required fee for the Temporary Food Service License.

- b) Certified bartender shall be used for the sale of alcohol when required by the Special Event Manager or when otherwise required by law.
 - c) Table covers are required for all non-impervious serving and eating tables.
 - d) Glass containers are prohibited.
 - e) Promoter, Planner or host shall ensure that participants, spectators and patrons do not carry alcoholic beverages into or out of the event.
27. NOISE – No loud, excessive or unusual noise is allowed between the hours of Midnight and 7 a.m. during setup, operation or teardown of an event. Failure to comply with a request from the Police Department concerning noise may result in the immediate revocation of the Permit.
28. BANNERS AND SIGNS – All posters, graphics, banners and signs (“signs”) placed throughout the District and the Town of Addison shall be professionally executed, comply with any applicable ordinances, rules, or regulations of the Town, and be approved in writing by the Special Event Manager. A Promoter shall obtain prior written permission from the Special Event Manager to hang signs in any area of the District or Town. All signs shall be designed and constructed such that they do not leave adhesive residue on property when removed. Balloons releases or other inflated signs anchored to the ground, a building or other structure are prohibited.
- a) Permanent District Signs – Promoter shall not remove or cover up any of the permanent signs (sponsored or otherwise) within the District.
 - b) Event Signs – Sponsorship and event signs are allowed within the District on the designated light posts and perimeter fence only with the approval of the Special Event Manager, and these banners and signs shall only be hung by using the bracket provided by the Town of Addison or a cable tie. Event signs shall be displayed according to the timeline approved by the Special Event Manager.
 - c) Directional and Promotional Signs - Promoter shall not erect, maintain or display placards, signs or any form of advertising anywhere within the Town without the prior written consent of the Special Event Manager. Any placard, sign, or other form of advertising erected, maintained or displayed without such consent may be removed by the Town at the Promoter’s expense. The Addison Street Department shall supervise the placement of all directional/ promotional signs placed on public streets. The rental cost of directional signs will be the responsibility of the Promoter and it may be necessary (as determined by the Special Event Manager) for payment of such services and products to be paid in advance of the Special Event.

- d) Street Banners – For those events where the Town of Addison is a sponsor, subject to availability, and with the written approval of the Special Event Manager, Promoter may produce at its own expense two 30' x 30" vinyl banners (per Addison specifications) to be hung on Belt Line Road at Quorum Drive for display a maximum of two weeks prior to the event.
29. OCCUPANCY – The maximum occupancy will vary depending upon the scope and setup of the event; however, it is estimated at 60,000 people (assuming 12 square feet per person and no added infrastructure). Applicants are responsible for accounting for the number of patrons attending their event. Ticketed events shall be monitored by the number of tickets sold plus the number of free tickets given to patrons. The Event Coordinator (as defined in paragraph 19 above), if any, shall have the authority to close the gates and restrict entrance to patrons once an event has reached its maximum capacity. The Town of Addison shall not be responsible for reimbursing Promoter or patron for potential lost revenue from the sale of tickets or previously sold tickets that are denied entrance to event once the Event Coordinator has determined the event has reached its maximum capacity and closed the gates.
30. INDEMNITY – Promoter shall defend and indemnify the Town of Addison, its officials, officers, employees, and agents (together, "Indemnified Persons"), and hold the Indemnified Persons harmless from, from any and all claims, lawsuits, actions, causes of action, loss damage, fees, fines, expense and liability (together "Claims"), for injury to or death of any person or damage to or destruction of any property, or breach of contract, or any other harm for which any type of recovery (whether at law (including, without limitation, an action for damages) or in equity) is sought, resulting from or based upon, in whole or in part, any act or omission of Promoter, its officers, employees, agents, contractors, subcontractors, invitees, or any person for whom Promoter may be legally liable, under, arising out of, connected with, or incidental to, directly or indirectly, the Special Event, and specifically including any Claim arising out of or resulting from the negligence (but not the gross negligence) of the Town.
31. DISCRIMINATION –
- a) No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in connection with a Special Event based on the grounds of race, color, national origin, political or religious beliefs, gender, age, or disability.
- b) Americans With Disabilities Act – Promoter shall, at Promoter's sole expense, cause the event to comply with the Americans with Disabilities Act.
32. COMPLIANCE WITH ORDINANCES, LAWS AND REGULATIONS –
- a) In addition to complying with all conditions of the Permit and all applicable City ordinances, regulations, rules, policies and guidelines, the Promoter, Planner or host must comply with all applicable federal, state and county laws, rules and

regulations. It is the responsibility of the Promoter, Planner or host to obtain all permits necessary to conduct the event and all permits required by other governmental authorities shall be obtained and adhered to.

- b) The Special Event Manager or his designee has the authority to alter an event at any time it is determined necessary to the continued safety, health and welfare of any person, including without limitation, the Town's residents and visitors. Lack of compliance with any directive altering an Event in any way shall be sufficient cause to warrant the closing of an event and/or the revocation of a Permit, and/or the imposition of any other remedies provided in the ordinances, codes, regulations, policies and rules of the Town of Addison.
- c) Issuance of a required federal, state or county permit (other than a Special Event Permit) does not authorize permission to hold an event. A Town of Addison Special Event Permit must be issued and will constitute authorization from the Town to hold the event.
- d) The issuance of a Special Event Permit grants permission to use the public property proposed to be used in connection with the Special Event (the "licensed premises"). The use of such property shall be solely for the purpose of constructing, installing, operating and maintaining the event, and for such other purposes consistent with promoting and conducting the event as the Special Event Manager first authorizes in writing.

33. OFFICIAL SUPPLIERS – Promoter shall contract with suppliers that are authorized by the Town to do business in the District for the following products and services unless prior written approval is granted by the Special Event Manager:

- a) Concessionaires and caterers
- b) Electrical service
- c) Event rentals (tables, chairs, etc.)
- d) Parking services
- e) Restrooms
- f) Stage and sound equipment
- g) Temporary fence
- h) Tents and structures

34. MISCELLANEOUS –

- a) No animals or pets are allowed in the District, except as an approved exhibit, activity or performance, or to assist the disabled. Animals that are approved must be on a leash, within a pen, or under similar control at all times. A Promoter shall maintain responsibility for all animals within the District and assumes the liability for any damages that may occur to persons or property from or by any such animal.
- b) A holder of a Permit may not and shall have no authority to assign, sell, transfer, pledge, encumber, or otherwise convey a Permit or any rights, duties,

responsibilities or obligations thereunder, and any such conveyance shall be null and void and may, in the discretion of the Town, result in the revocation of the Permit. No rights granted by a Permit shall create rights in anyone other than the Permittee.

- c) No interest shall be paid on any funds paid to or deposited with the Town of Addison in connection with an application or a Permit for an event. Interest, if any, earned on such shall accrue to the benefit of the Town.
- d) The Town of Addison may hold itself exempt from these guidelines.
- e) The Town through its officials, employees, agents, and representatives shall have the right at all reasonable times to enter upon all premises used in connection with the Special Event for the purpose of inspecting the premises, for observing the performance of obligations hereunder, and for the doing of any act or thing which the Town may be obligated to or have the right to do under the Permit or the guidelines of the District or any other applicable City ordinance, rule or regulation.
- f) Promoter shall pay all taxes and unemployment insurance for persons employed by the Promoter as may now or hereafter be imposed under any state or federal law, and shall defend and indemnify the Town from any such contributions or taxes or liability therefore.
- g) Promoter shall list and show the Addison Arts and Events District logo in all materials that promote the event. The Special Event Manager shall approve all such promotional materials prior to publication.
- h) The Special Event Manager or his designee shall have the right, at no cost, to attend and photograph for promotional purposes any Event held in the District.
- i) The Town of Addison personnel policies prohibit any employee of the Town from accepting loans, advances, gifts, gratuities, or any other favors from anyone doing business with the Town.
- j) Promoter recognizes and acknowledges that other parties may rent a portion of the District, and Promoter agrees that its activities shall not interfere with other parties' use of the District.

DEFINITIONS

35. The following are definitions of the terms used in the District Event Guidelines:

- a) *Addison Arts & Events District or District* means that area of real property described in Exhibit A, which is attached to these guidelines, and includes the newly expanded Conference Centre.

- b) *Applicant* means a Promoter, Planner or host.
- c) *Application Fee* means a non-refundable fee charged to Applicant for City services incurred by reviewing the District Event Application.
- d) *City Council* means the City Council of the Town of Addison.
- e) *City Manager* means the City Manager of the Town of Addison.
- f) *Conference Centre Manager* means the Town official designated by the City Manager as primarily responsible for managing the Conference & Theatre Centre or such official's designated representative.
- g) *Demonstration* means a public display of the attitude of assembled persons toward a person, cause, issue, or other matter.
- h) *District Event* means an event held within the District that has or is expected to have an average attendance that equals or exceeds 1,500 participants and spectators for each day of the event. Examples of a District Event include, without limitation, exhibitions, concerts, parades and charity races.
- i) *District Function* means an event held within the District that has or is expected to have an average attendance of fewer than 1,500 participants and spectators for each day of the event. Examples of a District Function include, without limitation, meetings, conferences, retreats, training sessions, and hospitality functions.
- j) *District Pavillion* means the structure that is open on three sides and generally located at the corner of Addison Circle Drive and Quorum Drive. The Pavillion is not considered an enclosed area.
- k) *Environmental Services Official* means the Town official designated by the City Manager as primarily responsible for environmental services within the Town or such official's designated representative.
- l) *Facilities* mean, without limitation, all equipment, materials and apparatus associated with the conduct of the Special Event, including, without limitation, barriers, cables (electrical and otherwise), safety equipment and devices, fencing, fence covering material, signs, tents, vehicles, fire protection equipment and apparatus, medical equipment and apparatus, seals, wiring, banners, structures and components thereof, furniture, furnishings, special lighting fixtures, trade fixtures and equipment furnished and installed or used in the operation of the Event. Facilities shall include fencing, barriers and other protection equipment necessary to meet all safety standards. The quality level, design and

appearance of all facilities shall be of high quality appropriate to the circumstances.

- m) *Guidelines* mean these District Event Guidelines.
- n) *Non-District Event* means an event held on either private or public property outside the District that has or is expected to have an average attendance that equals or exceeds 1,500 participants and spectators for each day of the event. Examples of a Non-District Event include, without limitation, exhibitions, concerts, automobile races, sporting events, air shows, and parades.
- o) *Person* means an individual, firm, partnership, corporation, association, or other legal entity.
- p) *Planner* means the person planning a District Function, including the Planner's employees, agents, subcontractors, affiliates, successors, permitted assigns, and other persons controlled by the Planner.
- q) *Promoter* means the person seeking to hold a District Event, including the Promoter's employees, agents, subcontractors, affiliates, successors, permitted assigns, and other persons controlled by the Promoter.
- r) *Pyrotechnics* means small devices intended for professional use, primarily indoors, and which are similar to consumer fireworks in chemical composition and construction.
- s) *Reimbursable Costs* means all costs and expenses incurred by the Town for activities associated with the staging of the Event, including, without limitation, the following:
- Utilities services provided, including all of the costs of installation, maintenance, and connection
 - Repair, maintenance, and removal of facilities in the event of a failure of the Planner, Promoter or Host
 - Repair of streets, alleys, sidewalks, parks, and other public property
 - Police protection
 - Fire protection
 - Emergency medical service
 - Garbage disposal and cleanup
 - Other direct costs associated with the Event
- t) *Restaurant/Retail Promotional Event* means an event hosted by a restaurant or retail establishment for the purpose of promoting business that, because of its nature or size, requires city services or involves activities that are not allowed by the applicable zoning district.

- u) *Special Event or Event* means a District Event, District Function, Non-District Event, Restaurant/Retail Promotional Event, or other event that includes activities or facilities that are not allowed by the zoning applicable to the property on which the event is located.
- v) *Special Event Committee or Committee* means a committee appointed by the City Manager that consists of no less than five (5) people, which may include, as determined by the City Manager to be necessary for an appropriate review, the Building Official, Assistant City Manager, Conference & Theatre Centre Manager, Environmental Services Official, Assistant Finance Director, Deputy Fire Chief, Marketing Communications Manager, Director of Parks and Recreation, Captain of Police, Special Event Manager, Street Superintendent, and other such additional City staff determined by the City Manager to be appropriate.
- w) *Special Event Manager* means the Town official designated by the City Manager as primarily responsible for managing Special Events.
- x) *Special Event Permit or Permit* means the Town's written authorization to hold a Special Event. The permit may impose terms and conditions, and is subject to the guidelines of the District when held within the District.
- y) *Town or City* means the Town of Addison, Texas.

SPONSORSHIP REQUEST

The Town of Addison shall consider Event sponsorship opportunities on a case-by-case basis. To be considered for such funds, Promoter shall submit the sponsorship application at the time the District Event application is submitted to the Special Event Manager. The Committee shall review the request and make a recommendation to the City Manager for his approval within 30 days after the application is received. Depending upon the amount of the request, some sponsorship applications may need to be submitted to the City Council for approval. In making its recommendation, the Committee shall consider whether the event will promote the Town of Addison in a positive light, and whether the event is likely to attract tourists and have a positive economic impact on the Town. The City Manager may authorize sponsorships that do not exceed \$25,000 in expenditures by the City. Sponsorships that exceed \$25,000 in expenditures by the City must be approved by the City Council.