

## Special Event Operations Agreement

THIS AGREEMENT (hereinafter “Agreement”) is entered into on the date of the last signatory noted below (the “Effective Date”), between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and FPC LIVE LLC (hereinafter “Organizer”), a limited liability company organized in the State of Wisconsin and with authority to transact business within the State of Missouri. Page | 1

WITNESSETH:

WHEREAS, Organizer desires to host a Ninth Street Summerfest Concert (hereinafter “Event”) and Organizer has requested the closure of any public street, sidewalk or public place for the Event; and

WHEREAS, Organizer is planning a special event which either occurs the day before or the day of any scheduled University of Missouri home football game or is an event that will require city services, equipment or support that is outside the ordinary course of business of the City; and

WHEREAS, pursuant to Section 24-73 of the City of Columbia’s Code of Ordinances, the City and the Organizer have negotiated the terms of this Agreement.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows.

1. Date, Time, and Location of Event are set forth in Organizer’s Event information contained in **Exhibit A**. The date is the day prior to the day of a University of Missouri home football game.
2. Closure of Streets, Sidewalks, and Public Places. The Event Area (hereinafter “Event Area”) is designated in the Event map contained in **Exhibit B**. Organizer may close streets, sidewalks and/or public places in the Event Area specified as closed areas in **Exhibit B**. Except as set forth in this Agreement and attached exhibits, all areas of the street, sidewalks and public places outside of the designated closed Event Area(s) shall remain open to the public.
3. Roles and Responsibilities:
  - a. City’s Responsibilities - City shall provide the services in support of the Event which are contained in **Exhibit C**.
  - b. Organizer’s Responsibilities – Organizer shall be responsible for complying with the terms of this Agreement, the Exhibits, and any and all approved Plans and Technical Map. Organizers shall be responsible for compliance with the Operations Agreement regardless of the failure of any third party, contractor,

subcontractor, agent, employee or volunteer to fulfill its obligations or promises to the Organizer. Organizer shall pay the fees set forth in the City of Columbia Code of Ordinances for the Event.

4. Special Event Permit: Upon the payment of the fees set forth in the City of Columbia Code of Ordinances, City shall issue a special event permit to Organizer for the Event in the designated Event map contained in *Exhibit B*, subject to the restrictions and conditions set forth in this Agreement and in the Exhibits, approved Technical Map and plans. The special event permit is contingent upon Organizer complying with this Agreement, maintaining specified insurance, and operating the Event in accordance to the terms set forth herein and in the attached Exhibits and approved Technical Map and plans.
5. Insurance. Organizer shall take out and maintain for the Event(s) such Comprehensive General Liability insurance as shall protect it from claims for damages for personal injury including accidental death as well as from claims for property damage which may arise from Event operations, whether such operations be by itself or by anyone directly or indirectly employed or otherwise working for it for the duration of set-up, execution and breakdown of Event(s). The minimum amount and types of insurance required are outlined in *Exhibit E*. At least 30 days prior to the Event, Organizer shall furnish City with a certificate of insurance that names the City of Columbia, its elected officials and employees as additional insureds in the amounts required in this Agreement and that requires a 30-day mandatory cancellation notice. Failure to maintain the required insurance in force may be cause for termination of the Agreement and revocation of the permit. In the event that Organizer fails to maintain and keep in force the required insurance, the City shall have the right to cancel and terminate the Agreement without notice.
6. **HOLD HARMLESS.** To the fullest extent not prohibited by law, the Organizer shall indemnify and hold harmless the City of Columbia, its officers, agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising by reason of any act or failure to act, negligent or otherwise, of the Organizer, of anyone directly or indirectly employed by or otherwise working for the Organizer, or of anyone for whose acts the Organizer may be liable, in connection with the Event(s). This provision does not, however, require Organizer to indemnify, hold harmless, or defend the City of Columbia from City's own negligence. The indemnification set forth herein is a continuing obligation and survives the expiration or termination of the Agreement. It is not necessary for a Party to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.
7. Restrictions and Conditions, Plans and Technical Map:
  - a. Hours of Operation - Organizer is allowed to operate the Event on the date(s) and time(s) specified in *Exhibits A* and *D*.

- b. Public Safety Plan - No later than fifteen (15) days prior to the Event, Organizers shall provide a Public Safety Plan acceptable to the City. Organizer shall comply with Organizer's Public Safety Plan which has been approved by the City. Organizer shall be responsible for implementing the Public Safety Plan in the event of an emergency situation. Organizer shall provide trained crowd managers in the amount of one (1) per every five hundred (500) attendees.
  - c. Organizer shall provide security, identification checking, emergency medical resources, fencing, and signage for the Event(s).
  - d. Organizer shall comply with the additional provisions set forth in *Exhibit D*.
  - e. Required Technical Map - Organizer will submit for City review and approval an Event Technical Map. The Technical Map that shall include, but is not limited to, details on the placement of porta-johns, alcohol service locations, trash/recycling locations, and any other temporary tents and structures placed inside the Event location outlined on the Event Map. Organizer shall finalize its Event Technical Map and submit it for City approval. The special Events permit is contingent upon the City's written approval of the final Technical Map for the Event.
8. No Waiver of Immunities - In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
9. Compliance with Laws - Organizer shall comply with all federal, state, and local laws, codes, rules, and regulations.
10. The term of this agreement shall commence on the Effective Date and shall terminate six (6) months following the Effective Date. Section 6 of this Agreement shall survive termination of this Agreement.
11. Termination by Convenience - City may terminate this Agreement for its convenience.
12. Termination by Default - Should Organizer be in default of any provision of this Agreement, City may immediately terminate this Agreement and may revoke any permit issued for the Event.

13. No Third-Party Beneficiary - No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such person a third-party beneficiary under the Agreement.
14. Amendment - No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
15. Governing Law and Venue - This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.
16. Compliance with ADA and Nondiscrimination Laws - Organizer shall comply with federal, state and local laws related to Equal Opportunity and Nondiscrimination. Organizer shall not discriminate on the basis of race, color, religion, sex, national origin, ancestry, marital status, disability sexual orientation, gender identity or expression, or any other protected category. In addition, Organizer shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices and public accommodations. Organizer shall make the Event accessible to persons with disabilities as required by the Americans with Disabilities Act and its implementing regulations.
17. Contract Documents - This Agreement includes the following exhibits, which are incorporated herein by reference:

**Exhibit A: Organizer’s Event Information**

**Exhibit B: Event Map**

**Exhibit C: City’s Responsibilities**

**Exhibit D: Special Event Restrictions and Conditions**

**Exhibit E: Minimum Insurance Requirements**

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement controls.

18. Entire Agreement - This Agreement represents the entire and integrated Agreement between Organizer and City relative to the Event(s). All previous or contemporaneous agreements, representations, promises and conditions relating to the Event(s) described herein are superseded.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this agreement on the day and year of the last signatory noted below.

CITY OF COLUMBIA, MISSOURI

By: \_\_\_\_\_

John Glascock, Interim City Manager

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


ATTEST:

\_\_\_\_\_

Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_

Nancy Thompson, City Counselor 

ORGANIZER

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_

Name and Title: \_\_\_\_\_

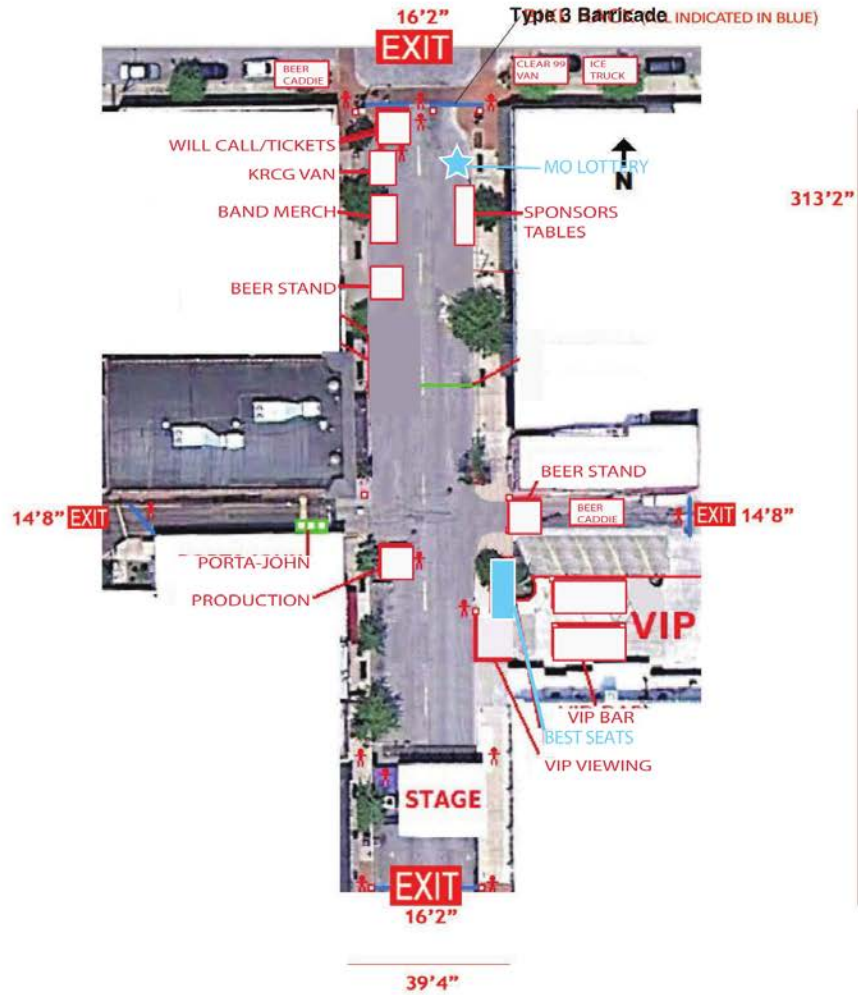
## **Exhibit A**

### **Organizer's Event Information**

- 1) Organizer desires to close Ninth Street from Broadway to Walnut Street to extend their premises for a special event occurring on October 11, 2019, subject to the restrictions and conditions set forth in this agreement and in the Exhibits. The date is the day prior to the day of a University of Missouri home football game. The Event area will be fenced with staff manning all points of entry and exit.
- 2) Hours of Operation - Organizer is allowed to operate the Event during the hours of 6:00 p.m until 11:00 p.m. on Friday, October 11, 2019.
- 3) Set-Up Activities for the Event may occur beginning at 8:00 a.m. on October 11, 2019 and Ninth Street may be closed at that time.
- 4) Clean-Up Activities – Teardown will begin after the close of the show, concluding 2 hours after that. Ninth Street shall be reopened to traffic by 1:00 a.m. on October 12, 2019.

**Exhibit B**  
**Event Map**

**SUMMERFEST FOOTPRINT 2019**  
**9th STREET**





## Exhibit C

### **City's Responsibilities**

- 5) Street Closure – The City approves the closure of Ninth Street from Broadway to Walnut Street from 8:00 a.m. on Friday, October 11, 2019 until 1:00 a.m. on Saturday, October 12, 2019.
- 6) Solid Waste – At Organizer's request, City shall provide 10 recycling receptacles to Organizer for the Event. City shall deliver the receptacles on Thursday, October 10, 2019, and pick them up on Monday, October 14, 2019. Organizer will be not be charged a fee for this service.
- 7) City shall provide Organizer with traffic control devices to use for the closure that are compliant with the Manual of Uniform Traffic Control Devices (MUTCD). Organizer shall be responsible for picking up these devices, placing them in accordance with the approved traffic plan, and returning them after the event.
- 8) Per Organizer's request, the City shall turn out two streetlights along Ninth Street no later than 5 p.m. on October 11, 2019: one on the west side of Ninth in front of 7 N. Ninth Street and one on the east side of Ninth adjacent to the parking lot of 901 E. Broadway.

## Exhibit D

### **Special Event Restrictions and Conditions**

- 1) Hours of Operation - Organizer is allowed to operate the Event from 6:00 p.m. until 11:00 p.m. on Friday, October 11, 2019.
- 2) Set-Up and Clean-Up Activities:
  - a. Set-Up Activities for the Event may occur beginning at 8:00 a.m. on October 11, 2019 and Ninth Street may be closed at that time.
  - b. Teardown will begin after the close of the show, concluding 2 hours after that. Ninth Street shall be reopened to traffic by 1:00 a.m. on October 12, 2019.
- 3) Portable Generators - Organizer shall provide City with information as to the number, size, and location of portable generators to be used at the Event. Location of generators shall be shown on the approved Technical Map.
- 4) Portable Toilets - Organizer shall provide sufficient portable toilets for the Event as noted in the City's special event application and approved Technical Map. Organizer shall be solely responsible for installing and maintaining the toilets and washing/sanitizing stations in a safe and sanitary condition. Organizer shall provide portable restrooms meeting ADA accessibility guidelines and to locate such toilets so as they can be accessed via an accessible route in accordance with ADA regulations.
- 5) Alcohol Sales - Organizer has requested permission to sell alcoholic beverages under a caterer's permit. All sales of alcohol under the caterer's permit at the Event shall comply with the following provisions. The alcoholic beverage sales may immediately be halted for noncompliance with any of the below-listed conditions. The City of Columbia shall enforce these conditions and may require closure of all bar stations upon determining that any condition has been violated.
  - a. Alcoholic beverages shall only be sold in the Event area at the bar stations shown on the Event Technical Map.
  - b. Organizers are responsible for ensuring there is no unregulated alcohol within the fenced Event area.
  - c. Alcohol sales are limited to two (2) alcoholic beverages per sale.
  - d. Pouring of alcoholic beverages into anything other than the container intended for the beverage is prohibited.

- e. All pre-packaged beverages shall be opened by servers before being served.
  - f. Beverages, both alcoholic and non-alcoholic, shall not be sold or served in glass bottles or glass containers. Alcoholic beverages shall be sold or served only in clear, plastic cups, plastic or aluminum bottles, or cans. Alcoholic and non-alcoholic beverages shall be served in containers that are distinctively different from each other.
  - g. Event staff is responsible for ensuring ID's are checked before the issuance of wristbands. Bartenders/servers are responsible for ensuring anyone they serve an alcoholic beverage is wearing a wristband indicating they are 21 years of age or older. The bartender/servers are responsible for ensuring no one under 21 years of age is served alcohol.
  - h. Intoxicated individuals shall not be served.
  - i. Alcoholic beverages shall only be served in the fenced Event area between 6:00 p.m. and 10:30 p.m. on the date of the Event.
  - j. All servers and Event staff in the alcohol sales area are required to have an Alcohol Server Certificate card issued by the Columbia/Boone County Department of Public Health and Human Services. Organizer shall provide the certificates for review to the City upon request.
  - k. Stations selling or distributing alcohol may be monitored and randomly checked for compliance with alcohol regulations by the City of Columbia and/or the State of Missouri.
  - l. Organizer shall provide and keep in place signs at all caterer's permit Event area bar stations stating: "ID Required – No More than 2 Drinks per Sale – Alcohol Sales End at 10:30 p.m."
  - m. Organizer shall provide training to all servers and Event staff in the alcohol sales area on the alcohol rules and restrictions listed above.
- 6) Organizer shall provide security, identification checking, emergency medical resources, fencing, and signage for the Event.
- 7) Organizer shall be responsible for compliance with the Operations Agreement regardless of the failure of any third party to fulfill its obligations or promises to Organizer.

8) Organizer shall secure all necessary City permits required in connection with the Event.

9) Organizer shall comply with the City-approved Event plans.

10) Management of Trash, Recycling, and Clean-up - City and Organizer shall negotiate a plan for the management of trash, recycling and clean-up of Event.

Organizer shall also be responsible for cleaning trash and litter left on the ground after the conclusion of the Event. Organizer shall be responsible for conducting a final walk-through and cleaning of the Event site no later than 1:00 a.m. on October 12, 2019.

11) Signage used for the Event shall comply with the City of Columbia's Code of Ordinances.

12) Required Plans - Organizer shall provide to City the following plans for the City's review prior to the Event. City shall review the plans and approve the plans in the City's sole discretion. Failure to obtain City's approval of the required plans shall result in the cancellation of the Event permit. All required plans shall be submitted no later than fifteen (15) business days prior to the festival.

- a. Public Safety Plan: Organizer shall provide a Public Safety Plan to outline procedures to be implemented in the event of an emergency situation during the Event.
- b. Severe Weather/Emergency Shelter Plan: Organizer shall provide a Severe Weather / Emergency Shelter Plan to outline procedures to be implemented in the event of severe weather occurring during the Event.
- c. Accessibility Plan: Organizer shall provide City with a plan to ensure Event is accessible in accordance with the requirements of the Americans with Disabilities Act and related regulations.

## Exhibit E

### **Minimum Insurance Requirements**

- 1) Organizer's Insurance - Organizer shall obtain and maintain the following insurance in connection with the Event.
  - a. Organizer shall take out and maintain for the Event Employers' Liability and Workers' Compensation insurance for all of its employees working in connection with the Event for the duration of set-up, execution and breakdown of the Event. Workers' Compensation coverage shall meet Missouri statutory limits. Employers' Liability limit shall be \$500,000.00 each employee or volunteer, \$500,000.00 each accident, and \$500,000.00 policy limit.
  - b. Organizer shall take out and maintain for the Event such Comprehensive General Liability insurance as shall protect it from claims for damages for personal injury including accidental death as well as from claims for property damage which may arise from Event operations, whether such operations be by itself or by any one directly or indirectly employed or otherwise working for it for the duration of set-up, execution and breakdown of the Event. The amount of insurance shall be no less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.
  - c. Liquor Liability. Organizer shall take out and maintain liquor liability coverage for the Event. Liquor Liability coverage shall be no less than \$1,000,000.00.
  - d. Organizer shall furnish City with a certificate of insurance that names the City of Columbia, its elected officials and employees as additional insureds in the amounts required in this Agreement and that requires a 30-day mandatory cancellation notice.