

## 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 Thumper Productions, L.L.C. (hereinafter "Organizer"), a limited liability company organized in the State of Missouri and with authority to transact business within the State of Missouri.

WITNESSETH:

WHEREAS, Organizer desires to host 2018 Roots N' Blues N' BBQ Festival (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. The date, time and location of the Events are set forth in Organizer's Event information contained in Exhibit A.
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. Organizer 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 Event deposit specified in Exhibit D, 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. Security Plan. No later than two (2) weeks prior to the Event, Organizers shall provide a Security Plan acceptable to the City. Organizer shall comply with Organizer's Security Plan which has been approved by the City. Organizer shall be responsible for implementing the Security Plan in the event of an emergency situation. Organizer shall provide additional security personnel 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 Event Technical Map shall be dated as of the date of the last change. The Technical Map shall include, but is not limited to, details on the placement of vendor and /or concession booths, porta-johns, art installations, 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 | Description                   |
|---------|-------------------------------|
| A       | Organizer's Event Information |
| B       | Event Map                     |
| C       | City's Responsibilities       |

D Special Event Restrictions and Conditions

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: \_\_\_\_\_

Mike Matthes, 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 utilize Stephens Lake Park for the 2018 Roots N Blues N BBQ Festival to be held on September 28 through September 30, 2018, subject to the restrictions and conditions set forth in this agreement and in the Exhibits.
- 2) Hours of Operation. Organizer is allowed to operate the Event during the following hours: gates open at 4:00 p.m. on Friday, September 28, 2018, with the stage concluding at 11:00 p.m.; gates open at 12:00 p.m., Saturday, September 29, 2018, stage concluding at 11:00 p.m.; and, gates open at 12:00 p.m., Sunday, September 30, 2018, stage concluding at 9:00 p.m.
- 3) Set-Up Activities. Set-up for the Event may occur beginning at 8:00 a.m. on Tuesday, September 25, 2018.
- 4) Clean-Up Activities. All tents, port-a-johns, and other temporary structures used for the Event shall be removed and other clean-up completed by 11:00 p.m. Monday, October 1, 2018.

Exhibit B

Event Map





Solid Orange Line: 6' Chain Link Fencing  
 Dashed Orange Line: Snow Fencing  
 Dotted Orange Line: Bike Barracades

**Key**

150'

10'

## Exhibit C

### City's Responsibilities

- 1) Street Closures and Parking Restrictions.
  - a. East Walnut Street from Old 63 to the cul-de-sac and Old 63, from Broadway to Hinkson, will be closed to thru traffic beginning at 3:00 p.m. Friday, September 28 through Sunday, September 30, 2018, at 9:00 p.m.; or after the Columbia Police Department deems the roadway clear and safe to reopen. Organizer shall work with the East Walnut Neighborhood Association for the distribution of colored hangtags to residents within the closed area to gain entry.
  - b. City shall restrict parking in Reichman Pavilion Parking lot for ADA parking only for the weekend of the Event. Signage will be printed and installed by Street Division.
- 2) Solid Waste. City shall provide trash and recycling services for the 2018 Roots N Blues N BBQ Festival in accordance with Solid Waste Plan at the unit costs specified therein.
- 3) Public Safety. City shall waive the staffing costs for police and fire department staff.
- 4) City Transportation Services. City shall provide free bus services for the weekend of the Event. The buses shall maintain their regular routes and one additional return route at the end of each night of the Event. The last pick up on Friday and Saturday will occur at 11:00 p.m., and the last pick up on Sunday will occur at 9:00 p.m. Organizer shall supplement Transit services by providing shuttles to and from the downtown parking garages in accordance with the City approved Shuttle Service Plan.

## Exhibit D

### Special Event Restrictions and Conditions

- 1) Hours of Operation. Organizer shall operate the Event during the following hours. Gates open at 4:00 p.m. on Friday, September 28, 2018, with the stage concluding at 11:00 p.m. Gates open at 12:00 p.m., Saturday, September 29, 2018, with the stage concluding at 11:00 p.m. Gates open at 12:00 p.m., Sunday, September 30, 2018, with the stage concluding at 9:00 p.m.
- 2) Set-Up and Clean-Up Activities. Set-up for the Event may occur beginning at 8:00 a.m. on Tuesday, September 25, 2018. All tents, port-a-johns, and other temporary structures used for the Event shall be removed and other clean-up completed by 11:00 p.m. Monday, October 1, 2018.
- 3) Admission Fees. Organizer is authorized to charge admission to the fenced Event area. The ticketed area will be distinguished from the remainder of the park by fencing around its perimeter. Perimeter of fenced Event area shall be secured with a combination of fencing types including chain link fencing, four-foot tall orange fencing, and/or four-foot tall bike barricades as outlined in Exhibit B.
- 4) Special Event Fee. Per Section 17-161 of the City's Code, the City's ticketed special Event fee is applicable to this Event. The Parties agree for purposes of the fee calculation that Organizer's Event consists of forty-nine (49) reserved acres at \$100.00/reserved acre which is due at the time of the reservation. In addition, per ticket revenue, based on actual sales, shall be due no more than ten (10) calendar days after the Event and shall be calculated as set forth in Section 17-161 of the City's Code of Ordinances.
- 5) Deposit. A deposit of \$1,000 is required for Event clean-up and damages. This deposit is refundable upon conclusion of the Event if no significant clean-up or repair of damage to park facilities is required. Organizer shall be responsible for the actual costs of repair, in excess of the \$1,000 deposit, if the Event results in significant damage to the park.
- 6) 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.
- 7) Parking. Organizer shall ensure that all motorized vehicles, including those of Event staff and volunteers, shall remain on paved roads and /or in designated parking areas. Rented parking areas include the south upper lot and the Reichmann Pavilion lot as identified on Exhibit B. City staff may approve in writing of the use of golf carts, small utility vehicles (such as a gator), and other types of vehicles as part of the approved plans

adopted according to this Agreement. Notwithstanding the foregoing, the Parties agree that vehicles utilized during Event set-up shall be allowed on the grass outside of any designated parking area during set-up and clean-up.

- 8) Portable Toilets. Organizer shall provide sufficient portable toilets and washing stations/hand sanitizing stations for the Event as noted in the City's special event application and approved Technical Map. Portable toilets and washing /sanitizing stations shall be removed from park no later than 5:00 pm Monday, October 1, 2018. 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.
- 9) Alcohol Sales. Organizer has requested permission to sell alcoholic beverages as part of the concessions operations. All sales of alcohol 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 be sold at the soda & bar stations shown on the Event Technical Map. Beer hawkers will be allowed to sell in the designated open container area, identified in City approved Technical Map.
  - b. Alcohol sales are limited to two (2) alcoholic beverages per sale; with the exception of wine as outlined in (d).
  - c. Pouring of alcoholic beverages into anything other than the cup intended for the beverage is prohibited.
  - d. One (1) bottle, equivalent of up to 25.4 ounces, may be served during a single transaction in a commemorative clear, plastic container.
  - e. Alcoholic beverages shall not be sold or served in glass bottles or glass containers. Alcoholic beverages shall be sold or served only in clear, plastic and commemorative cups, plastic bottles, or cans. Alcoholic and non-alcoholic beverages shall be served in containers that are distinctively different from each other.
  - f. Bartenders and Event staff are responsible for insuring that ID's are checked before the issuance of wrist bands.

- g. Intoxicated individuals shall not be served.
  - h. Alcoholic beverages shall be served only at the following times: Friday, September 28, 2018 from 4:00 p.m. until 10:30 p.m.; Saturday, September 29, 2018 from 12:00 p.m. until 10:30 p.m.; and Sunday, September 30, 2018 from 12:00 p.m. until 8:30 p.m.
  - i. All servers and Event staff in the alcohol sales area are required to complete and carry on their person a Server Card issued by the Columbia/Boone County Department of Public Health and Human Services.
  - j. Stations serving, selling or distributing alcohol shall be monitored and randomly checked for compliance with alcohol regulations by the City of Columbia and/or the State of Missouri.
  - k. Organizer shall provide and keep in place signs at all bar stations stating: “ID Required – No More than 2 Drinks per Sale – Alcohol Sales End at 10:30 p.m. on Friday & Saturday and on 8:30 p.m. on Sunday.”
- 10) Noise. In the event of a stage delay, Organizer shall notify City’s designated Event coordinator. The City’s designated Event coordinator may allow a noise waiver until 11:30 p.m. on Friday, September 28, and Saturday, September 29, 2018; and until 10:00 p.m. on Sunday, September 30, 2018.
- 11) Traffic Plan and East Walnut.
- a. Organizer shall install orange fencing along East Walnut and Stephens Lake Park walking trail per the City approved traffic plan. The fence is allowed to have three (3) access points as indicated in the Technical Map; these points are only to be open until 9:00 p.m. on Friday and Saturday, and 6:00 p.m. Sunday.
  - b. Organizer shall post two (2) volunteers at each access point during the hours the gate is open to allow entry access for Event participants and East Walnut residents. At 9:00 p.m. Friday and Saturday, and at 6:00 p.m. Sunday, security personnel will take the place of volunteers, secure fencing and no longer allow access at these points.
  - c. Signage will be posted at each open fence point indicating non-exit points.

- d. The gate at the east end of Walnut will be opened Friday, September 28, 2018 at 9:00 p.m.; Saturday, September 29, 2018 at 9:00 p.m.; and, Sunday, September 30, 2018, at 6:00 p.m., to allow taxicabs to enter the closed roadway.
- 12) Organizer shall work with the Columbia Fire Department to have Fire and Emergency personnel on site during the operating hours of the Event.
  - 13) Organizer shall provide security, identification checking, emergency medical resources, fencing, and signage for the Event.
  - 14) 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.
  - 15) Organizer shall secure all necessary City permits required in connection with the Event.
  - 16) Organizer shall comply with the City approved Event plans.
  - 17) The Parties agree that Organizer will provide 300 weekend tickets to the City of Columbia free of charge. The value of the donated tickets is \$40,500.00.
  - 18) Ferris Wheel. Organizer shall be allowed to add a Ferris wheel on the following conditions:
    - a. Sound Concepts – Ferris wheel shall be responsible for securing all necessary permits required in connection with the Ferris wheel; and
    - b. The Ferris wheel operation shall comply with all federal, state, and local laws, codes, rules, and regulations; and
    - c. Sounds Concepts – Ferris wheel shall take out and maintain insurance as set forth in this agreement and the attached exhibits; and
    - d. Sound Concepts – Ferris wheel shall provide to the City of Columbia verification from the Missouri Division of Fire Safety-Amusement Ride Safety that the Ferris wheel has been inspected and met the agency’s minimum qualifications; and
    - e. Along with the necessary licensing and inspection, Sound Concepts – Ferris wheel shall provide a certificate of insurance with the City of Columbia, its elected officials and employees named as additional insureds with policy limits that must meet or exceed one (1) million dollars per occurrence against liability

for injury as required by Missouri's Amusement Ride Safety Act, 316.210 RSMo and 11 CSR 40-6.040.

- 19) 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 be billed at actual costs based upon the unit costs in the Solid Waste Plan with a total not to exceed amount of \$13,843.02. Organizer shall provide City's Solid Waste Department with four (4) gators, or the equivalent of, for the duration of Event. City's Solid Waste Department shall determine appropriate locations for, and distribute trash and recycling receptacles throughout the Event space. Organizer shall ensure that staff and/or vendors do not move or relocate receptacles. Organizer shall be responsible for cleaning trash and litter left on the ground around the stages. Organizer shall be responsible for the collection and disposal of trash left by production and stage vendors after the conclusion of Event on Sunday, September 30, 2018. Organizer shall be responsible for conducting a final walk-thru and cleaning of the Event site, no later than Monday, October 1, 2018.
- 20) Signage. Signs and banners promoting the Event may only be displayed in the park on the days of the Event. All such signs and banners shall be temporary and shall be removed from the park upon completion of the Event. Signage to be placed outside of park area shall be outlined in a signage plan to be submitted by the Organizer to City. Signage outside of park area shall comply with the City of Columbia's Code of Ordinances.
- 21) 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.
  - a. Security Plan. Organizer shall provide a Security 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.

- d. Concessions/Vendor Plan. Organizer shall submit a Concessions and Vendor Plan. The plan shall identify the type of concession equipment to be used including portable concession trailers, tents, generators, grills, fryers, etc. The approved Technical Map shall indicate the location of concession facilities, identification of vendors, and shall outline plans for disposal of any waste generated by vendor operations. Any ashes resulting from the use of portable charcoal grills are to be removed from the park. There is absolutely no dumping of the ashes on the grass or grounds of the park. All grease, frying oil, and other waste products resulting from vendor operations must be removed from the park. Organizer is responsible for addressing these issues as part of the overall trash/recycling plan.
  
- e. Shuttle Service Plan. Organizer shall submit a Shuttle Service Plan which shall identify the hours of service and routes for shuttles provided by the Organizer.



## 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 (September 25, 2018 thru October 1, 2018). Workers' Compensation coverage shall meet Missouri statutory limits. Employers' Liability limit shall be \$500,000.00 each employee, \$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 (September 25, 2018 thru October 1, 2018). The amount of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.
  - c. Organizer shall take out and maintain for the Event Automobile Liability insurance in an amount not less than \$2,000,000.00 combined single limit for any one occurrence covering bodily injury, including accidental death and property damage, to protect itself from any and all claims arising from the use of motor vehicles operated by it in connection with the Event for the duration of set-up, execution and breakdown of the Event (September 25, 2018 thru October 1, 2018).
  - d. 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.
  - e. 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.
- 2) Insurance for Ferris wheel. Organizer shall provide to the City of Columbia proof of additional insurance for the Ferris wheel as set forth in Exhibit D.