

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 2019 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 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, and 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 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 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 5 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

Exhibit F: Pre-Approved Alcoholic Drink Menu

Exhibit G: Solid Waste Plan

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:

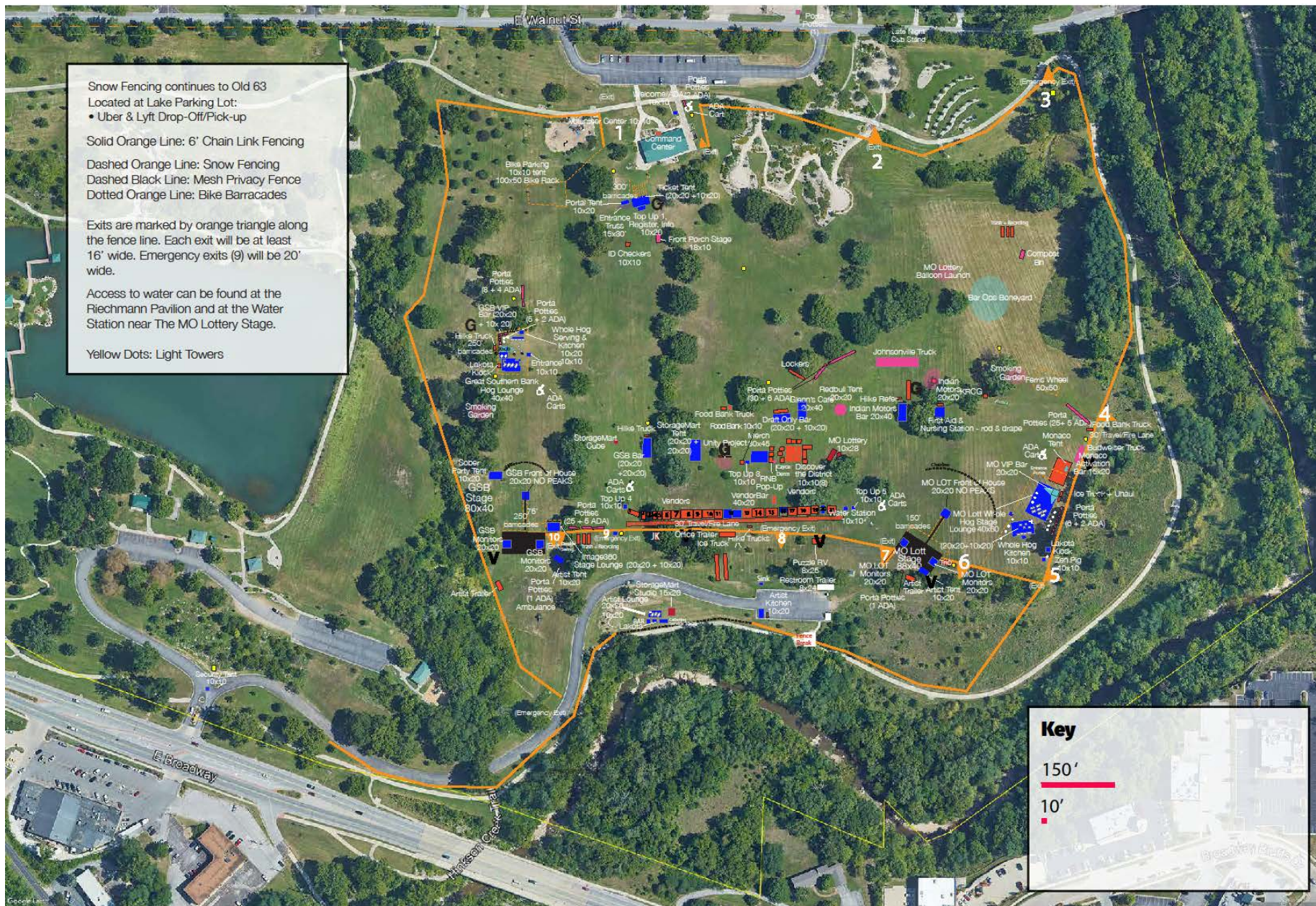
Name and Title: _____

Exhibit A

Organizer's Event Information

- 1) Organizer desires to utilize Stephens Lake Park for the 2019 Roots N Blues N BBQ Festival to be held on September 27 through September 29, 2019, 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 3:45 p.m. on Friday, September 27, 2019, with the stage concluding at 11:00 p.m.; gates open at 11:45 a.m., Saturday, September 28, 2019, stage concluding at 11:00 p.m.; and, gates open at 11:45 a.m., Sunday, September 29, 2019, stage concluding at 9:00 p.m.
- 3) Set-Up Activities for the Event may occur beginning at 8:00 a.m. on Monday, September 23, 2019.
- 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, September 30, 2019. In the case of inclement weather and with approval in writing by the Parks & Recreation Department, this deadline may be extended to 12:00 p.m. (noon) on Tuesday, October 1, 2019. All fencing shall be removed by 12:00 p.m. (noon) on Wednesday, October 2, 2019.

Exhibit B Event Map



Show Fencing continues to Old 63
Located at Lake Parking Lot:
 • Uber & Lyft Drop-Off/Pick-up

Solid Orange Line: 6' Chain Link Fencing
 Dashed Orange Line: Snow Fencing
 Dashed Black Line: Mesh Privacy Fence
 Dotted Orange Line: Bike Barricades

Exits are marked by orange triangle along the fence line. Each exit will be at least 16' wide. Emergency exits (9) will be 20' wide.

Access to water can be found at the Riechmann Pavilion and at the Water Station near The MO Lottery Stage.

Yellow Dots: Light Towers

Key

150'

10'

Exhibit C

City's Responsibilities

- 1) Street Closures, Traffic and Parking Restrictions:
 - a. Beginning at 3:00 p.m. Friday, September 27 through Sunday, September 29, 2019, at 9:00 p.m., the following traffic restrictions will be put in place by the City:
 - i. Old Hwy 63 will be northbound only from Jack Estes Way to Hinkson Avenue.
 - ii. Walnut Street west of Old Highway 63 to William Street will be westbound only.
 - iii. Southbound traffic on Old Highway 63 will be detoured westbound on Hinkson.
 - iv. East Walnut Street from Old 63 to the cul-de-sac will be closed to through traffic.
 - v. These traffic restrictions will be in place until after the Event ends each night and the Columbia Police Department deems the roadway clear and safe to reopen.
 - b. The private gate at the east end of Walnut will be opened Friday, September 27, 2019 at 9:00 p.m.; Saturday, September 28, 2019 at 9:00 p.m.; and, Sunday, September 29, 2019, at 6:00 p.m., to allow taxicabs to enter the closed roadway.
 - c. City shall restrict parking in the East Walnut neighborhood to resident parking only. City Street Division will set up temporary signage at the end of East Walnut at Old 63, Anita Court, Brenda Lane, Elliott Drive, Calvin Drive, Divot Drive, Parkview Drive, Petite Court and Willow Way. Signage will be installed at least 24 hours in advance of parking restrictions.
 - d. City shall restrict parking in Reichmann 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 2019 Roots N Blues N BBQ Festival in accordance with Solid Waste Plan (Exhibit G) at the unit costs specified therein.
- 3) Public Safety - City shall waive the staffing costs for police and fire department staff.

Exhibit D

Special Event Restrictions and Conditions

- 1) Hours of Operation - Organizer shall operate the Event during the following hours. Gates open at 3:45p.m. on Friday, September 27, 2019, with the stage concluding at 11:00 p.m. Gates open at 11:45 a.m., Saturday, September 28, 2019, with the stage concluding at 11:00 p.m. Gates open at 11:45 a.m., Sunday, September 29, 2019, 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 Monday, September 23, 2019. 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, September 30, 2019. In the case of inclement weather and with written approval by the Parks & Rec Department, this deadline may be extended to 12:00 p.m. (noon) on Tuesday, October 1, 2019. All fencing shall be removed by 12:00 p.m. (noon) on Wednesday, October 2, 2019.
- 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 thirty (30) 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 11:00 pm Monday, September 30, 2019. 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 only be sold at the soda & bar stations shown on the Event Technical Map. Hawkers will be allowed to sell in the designated fenced event area, identified in City approved 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. All alcoholic beverages must be pre-approved by the City. Alcoholic beverages pre-approved by the City are listed in the menu submitted by Organizer in **Exhibit F**.
 - d. Hawkers shall only sell beer and pre-packaged "Monaco 69" drinks as pre-approved by the City.
 - e. Pouring of alcoholic beverages into anything other than the container intended for the beverage is prohibited.
 - f. All pre-packaged beverages shall be opened by servers or hawkers before being served.

- g. 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 and commemorative cups, plastic bottles, or cans. Alcoholic and non-alcoholic beverages shall be served in containers that are distinctively different from each other.
- h. Event staff is responsible for ensuring ID's are checked before the issuance of wristbands. Bartenders/servers/hawkers 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/hawkers are responsible for ensuring no one under 21 years of age is served alcohol.
- i. Intoxicated individuals shall not be served.
- j. Alcoholic beverages shall be served only at the following times: Friday, September 27, 2019 from 3:45 p.m. until 10:30 p.m.; Saturday, September 28, 2019 from 11:45 a.m. until 10:30 p.m.; and Sunday, September 29, 2019 from 11:45 a.m. until 8:30 p.m.
- k. All servers and Event staff in the alcohol sales area and all hawkers are required to complete SMART training offered online by the University of Missouri on alcohol awareness or to have an Alcohol Server Certificate card issued by the Columbia/Boone County Department of Public Health and Human Services.
- l. Organizer will provide a list of all those persons that will be used as designated servers/bartenders/hawkers for the Event to the City seven (7) business days before the festival, along with a copy of a SMART training certificate or Alcohol Server Certificate card for each person on the list. Only designated servers/bartenders/hawkers are allowed to pour or serve alcohol during the Event.
- m. Stations or hawkers serving, 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.
- n. 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."
- o. Organizer shall provide training to all servers and Event staff in the alcohol sales area and all hawkers on the alcohol rules and restrictions listed above.

10) Noise - A noise waiver will be in place during the hours of operation for the event as outlined in Section 1 of this exhibit. In addition, the City will waive the noise ordinances from 2:00 p.m. to 4:30 p.m. on Thursday, September 26, 2019, to allow the Organizer to conduct sound checks. In the event of a stage delay during the event, 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 27, and Saturday, September 28, 2019; and until 10:00 p.m. on Sunday, September 29, 2019.

11) Traffic Plan and East Walnut:

- a. Organizer shall work with the East Walnut Neighborhood Association for the distribution of hangtags to residents to gain entry to the East Walnut closure area.
- b. Organizer shall install four-foot tall 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.
- c. Organizer shall post one (1) volunteer 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.
- d. Signage will be posted at each open fence point indicating non-exit points.

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 400 weekend tickets to the City of Columbia free of charge. The value of the donated tickets is \$74,000.00.

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 as outlined in *Exhibit G*. Organizers shall work with the City of Columbia Parks and Recreation and Solid Waste Departments to 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 coordination of event staff, volunteers, or a contract agency to monitor and empty all trash and recycling receptacles during the event into the roll-off containers provided by the City. Organizer shall be responsible for supplying trash and recycling bags for receptacles. These may be purchased from the City or from a vendor of Organizer’s choosing. City shall be responsible for delivering, emptying and picking up roll-off containers on a schedule agreed upon in writing by both parties as outlined in the Solid Waste Plan.

Organizer shall also be responsible for cleaning trash and litter left on the ground around the stages and the collection and disposal of trash left by production and stage vendors after the conclusion of Event on Sunday, September 29, 2019. Organizer shall be responsible for conducting a final walk-through and cleaning of the Event site, no later than 11:00 p.m on

Monday, September 30, 2019. In the case of inclement weather and with written approval by the Parks & Recreation Department, this deadline may be extended to 12:00 p.m. (noon) on Tuesday, October 1, 2019. In the case of a deadline extension due to weather, Organizer will be responsible for notifying Solid Waste if a later final pickup is needed for roll-off containers.

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. 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.
- d. Signage Plan: Organizer shall provide City with a plan outlining all signage used for the event, to include sign wording, location and size.
- e. 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.

- f. 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 and volunteers working in connection with the Event for the duration of set-up, execution and breakdown of the Event (September 23, 2019 through September 30, 2019). In the case of an extension of the clean-up deadline due to inclement weather as outlined in Exhibits A and D, this insurance coverage shall be extended through October 1, 2019. 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 (September 23, 2019 through September 30, 2019). In the case of an extension of the clean-up deadline due to inclement weather as outlined in Exhibits A and D, this insurance coverage shall be extended through October 1, 2019. 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 23, 2019 through September 30, 2019). In the case of an extension of the clean-up deadline due to inclement weather as outlined in Exhibits A and D, this insurance coverage shall be extended through October 1, 2019.
 - 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*.

Exhibit F

Pre-Approved Alcoholic Drink Menu

Beer

Anheuser Busch – 16 oz aluminum bottles

Budweiser (5.0%)

Bud Light (4.2%)

Busch Light (4.1%)

Michelob Ultra (4.3%)

Bur Oak – 12 oz aluminum cans

Varieties TBD – ABV not to exceed 7.6%

Logboat – 12 oz aluminum cans

Varieties TBD – ABV not to exceed 7.6%

Draft – 14 oz plastic cups

Broadway Brewery – types TBD, ABV not to exceed 7.6%

Bur Oak – types TBD, ABV not to exceed 7.6%

Logboat – types TBD, ABV not to exceed 7.6%

Canned Cocktails

Monaco – 12 oz aluminum cans

Tropic Rush (9.0%)

Tequila Lime Crush (9.0%)

Vodka Soda - Tropical (9.0%)

Monaco 69 (3.5%)

Wine

Woodbridge – 6 oz plastic cups (pre-packaged)

Chardonnay (13.5%)

Pinot Grigio (12%)

Cabernet (13.5%)

Red Blend (13.5%)

Mixed & Specialty Drinks – 12 oz plastic cups. Each drink will contain one 1.5-oz serving of types of alcohol below & will be mixed with assorted non-alcoholic beverages.

Hudson Bourbon (46%)

Reyka Vodka (40%)

Flor de Cana Rum (40%)

Hendrick's Gin (44%)

Milagro Tequila (40%)

Exhibit G

Solid Waste Plan

DESCRIPTION	UNIT COST
Trash barrels (P&R)	50 Each (NO COST)
Trash barrels (SW)	50 Each (NO COST)
Recycling containers (P&R)	20 Each (NO COST)
Recycling containers (SW)	50 Each (NO COST)
4 30-cubic yd roll-off containers (recycling)	NO COST
4 30-cubic yd roll-off containers (trash)	\$101.47/per container per pull (4 pulls estimated for ea container)
1 20-cubic yd roll-off container (compost)	\$101.47/per container per pull (1 pull estimated)
Recycling Tonage	NO COST
Compost Tonage	NO COST
Refuse Tonage*	11 Tons (estimated) @ \$55.00 per ton
Total	

* Estimates based on 2018 usage. SW will place two roll-off trash containers and two roll-off recycling containers in two locations: in northeast area of footprint and by fence just east of Gate 10 (both locations indicated on map). SW will place one roll-off container for compost in the northeast area of footprint as indicated on map. All locations agreed upon by Organizer, SW and P&R. In the event of inclement weather, locations may change. SW will deliver, empty and pick up all containers according to the schedule below.

Solid Waste Schedule for Roll-Off Container Delivery, Emptying & Pickup
Morning of 09/24/2019 - Delivery of 2 roll-off containers for trash
Morning of 09/27/2019 - Delivery of 2 roll-off containers for trash, 4 roll-off containers for recycling, 1 roll-off container for compost, 50 trash receptacles, 50 recycling receptacles
Morning of 09/28/2019 - Emptying of all trash and recycling roll-off containers
Morning of 09/29/2019 - Emptying of all trash and recycling roll-off containers
Morning of 09/30/2019 - Emptying of all trash and recycling roll-off containers, Pickup of compost roll-off container
Morning of 10/01/2019 - Pickup of all trash and recycling roll-off containers, Pickup of all SW trash and recycling receptacles