# 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 Trio Presents, 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 the 2022 Roots N Blues 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 Details contained in Exhibit A. Organizer may set up for the event as set forth in Exhibit A. Organizer shall clean up from the Event as set forth in Exhibit A.

2. Closure of Streets, Sidewalks, and Public Places. The Event Area (hereinafter "Event Area") is designated in the Technical 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. 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 the Organizer for the Event in the designated Event map contained in ***Exhibit B***, subject to the restrictions and conditions set forth in the code, this Agreement and in the Exhibits, approved Technical Map, approved plans and local laws, rules, and regulations. 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, in the attached Exhibits and all approved Technical Maps and plans, and in accordance with all laws, rules, regulations, and orders including any COVID-19 related orders.

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 thirty (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 thirty (30) day mandatory cancellation notice. Failure to maintain the required insurance in force may be cause for termination of this Agreement and revocation of the permit. In the event that Organizer fails to maintain and keep in force the required insurance, City shall have the right to cancel and terminate this Agreement without notice.

6. **HOLD HARMLESS. To the fullest extent not prohibited by law, 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 Organizer, of anyone directly or indirectly employed by or otherwise working for Organizer, or of anyone for whose acts 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 this Agreement or the event permit.**

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 two (2) weeks 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, first aid, fencing, and signage for the Event(s).

    d. Organizer shall comply with the additional provisions set forth in ***Exhibit D***. Organizers shall also comply with the PHHS approved COVID-19 Event plans and all local, state, and federal health orders related to COVID-19.

    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 that 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, regulations and orders, including but not limited to any COVID-19 orders.

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, Cancellation or Postponement.

    a. For Public Safety. City may terminate this Agreement and/or any permit issued pursuant to this agreement when the City Manager, in the City Manager's sole discretion, determines that such action is necessary when there is a credible threat to public health, safety and welfare.
    b. Cancellation or Postponement pursuant to Section 24-73(a). Pursuant to Section 24-73(a), the city manager may cancel or postpone a special event permit if the manager thinks than any denial condition listed in section 24-73(d) of the Code exists, or is likely to exist, or to otherwise protect people and property in the city.
    c. Termination by Default. Should Organizer be in default of any provision of this Agreement or any requirements contained herein or in an attached exhibit or approved plan, City may immediately terminate this Agreement and may revoke any permit issued for the Event.

12. Termination by Default. Should Organizer be in default of any provision of this Agreement or any requirements contained herein or in an attached exhibit or approved plan, City may immediately terminate this Agreement and may revoke any permit issued for the Event.

13. No Third-Party Beneficiary. No provision of this 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. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

18. Contract Documents. This Agreement includes the following exhibits, which are incorporated herein by reference:

| Exhibit | Description |
|---|---|
| **A** | **Organizer's Event Information** |
| **B** | **Event Maps** |
| **C** | **City's Responsibilities** |
| **D** | **Special Event Restrictions and Conditions** |
| **E** | **Minimum Insurance Requirements** |
| **F** | **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. In the event of a conflict between the terms of the exhibits, the exhibits control in the order listed above.

19. 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.

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: _____
De'Carlon Seewood, City Manager

Date: _____

ATTEST:

_____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

_____
Nancy Thompson, City Counselor

ORGANIZER

By: _____

Name and Title: Tracy Lane, Co-owner

Date: 7-6-22

ATTEST:

_____

Name and Title: _____

## Exhibit A

## Organizer's Event Information



1) Organizer desires to utilize Stephens Lake Park for the 2022 Roots N Blues Festival to be held on October 7 through 9, 2022, 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:

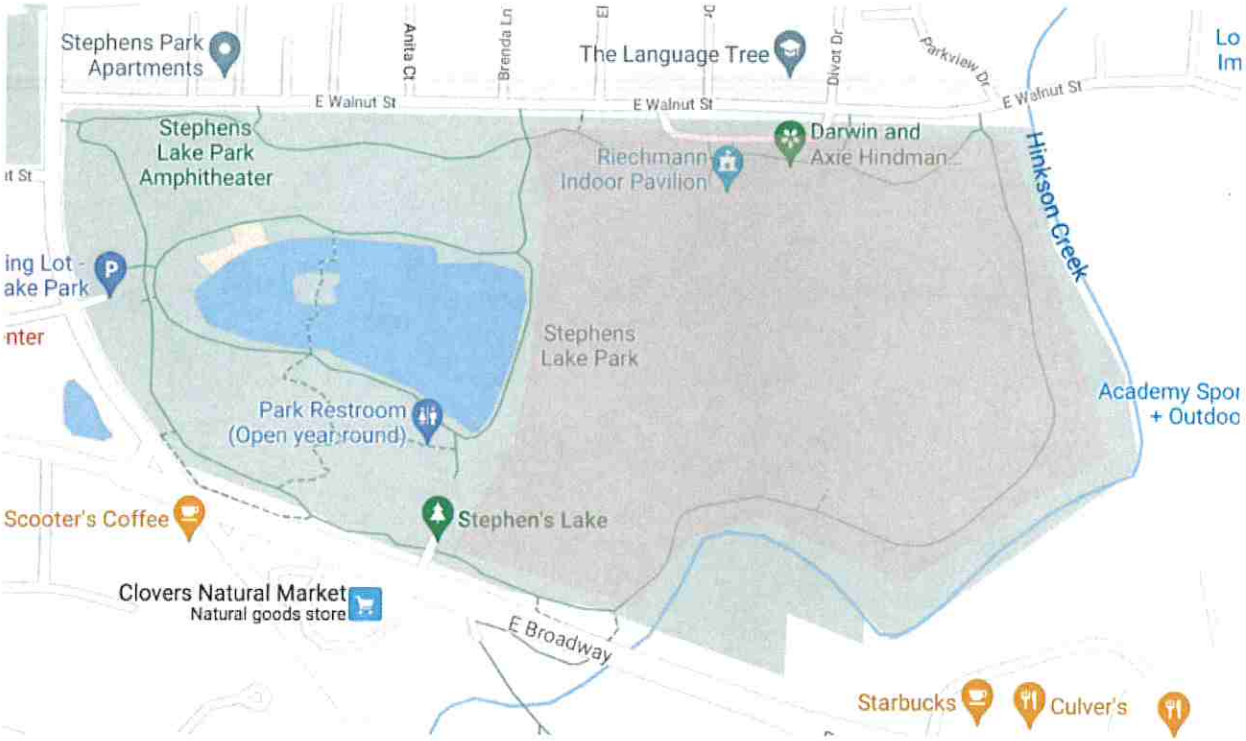
   Stephens Lake Park
   - Friday, October 7- 8:00 a.m. to 11:00 p.m.
   - Saturday, October 8- 8:00 a.m. to 11:00 p.m.
   - Sunday, October 9- 8:00 a.m. to 10:00 p.m.

3) Set-Up Activities for the Event may occur daily from Monday, October 3, 2022 through Wednesday October 12, 2022 from 7:00 a.m. to 10:00 p.m.

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 8:00 p.m. on Tuesday, October 11, 2022. All fencing shall be removed by 8:00 p.m. on Tuesday, October 11, 2022. In the case of inclement weather and with approval in writing by the Parks and Recreation Department Director, these deadlines may be extended to 12:00 p.m. (noon) on Wednesday, October 12, 2022.

# Exhibit B

## Event Map




- **Gray shaded box is the area of park usage.**

## Exhibit C

## City Responsibilities



1) Street Closures, Traffic and Parking Restrictions:
    a. Beginning at 3:00 p.m., Friday, October 7 through Sunday, October 9, 2022 at 10:00 p.m., the following traffic restrictions will be put in place by the City:
        i. Old Highway 63 will be northbound only from Jack Estes Way to Hinkson Ave.
        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, except as otherwise necessary for access to ADA parking and staff servicing of the Event.
        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. 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.
    c. City shall restrict parking in Reichmann Pavilion parking lot for ADA parking and staff parking only for the weekend of the Event. Signage will be printed and installed by Street Division.
    d. Solid Waste - City shall provide dumpsters, trash barrels and recycling containers as outlined in the approved Solid Waste Plan. City shall be responsible for placement, emptying and removal of dumpsters.
    e. Public Safety- City shall provide a cost recovery plan for emergency services and present to the Organizer no later than 30 days prior to the event. Organizer shall pay for the emergency/public safety services as outlined in the City approved cost recovery plan.
    f. Transit- City shall provide a cost recovery plan for requested Transit services to the Organizer no later than 30 days prior to the event. Organizer shall pay for the Transit services as outlined in the City approved cost recovery plan if they agree to utilize City buses.

## Exhibit D

### Special Event Restrictions and Conditions



1) Hours of Operation- Organizer is allowed to operate the Event from 4:00 p.m. until 11:00 p.m. on Friday, October 7, 2022, noon until 11:00 p.m. on Saturday, October 8, 2022, and noon until 10:00 p.m. on Sunday, October 9, 2022.

2) Set-Up Activities for the Event may occur on Monday, October 3, 2022 starting at 8:00 a.m.

3) Clean-Up Activities- All port-a-johns, stages, and other temporary structures used for the Event shall be removed and other clean-up completed by 8:00 p.m. on Tuesday, October 11, 2022.

4) Admission Fees- Organizer is authorized, but not required, to charge admission to the fenced Event area. The ticketed area will be distinguished by fencing around its perimeter. Perimeter of fenced Event area shall be secured with a combination of fencing types including bike racks, snow fencing, and exhibit infrastructure.

5) Special Event, Rental, and Concession Fees- Per Section 17-161 of the City's Code, the City's ticketed special Event fee is applicable to this Event. In addition, Organizer shall pay rental fees applicable to their use of City Parks Pavilions, Shelters, and acreage based upon the final approved plans. Organizer shall also pay all concessions fees set forth in Chapter 17. The Parties agree for purpose of the fee calculation that fees in the below table are 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 Ordinance.

**Roots N Blues Facility Fees**

| Facility | Begin Date | End Date | Number of Days/Acres/Vendors | Cost Per Day | Total Rental Fees | |
|---|---|---|---|---|---|---|
| Riechmann Pavilion | 10/3/2022 | 10/3/2022 | 1 | $ 400.00 | $ 400.00 | |
| Riechmann Pavilion | 10/4/2022 | 10/10/2022 | 7 | $ - | $ - | |
| SLP Amphitheater | 10/5/2022 | 10/10/2022 | 6 | $ - | $ - | |
| Collins Shelter | 10/5/2022 | 10/10/2022 | 6 | $ - | $ - | |
| Gordon Shelter | 10/5/2022 | 10/10/2022 | 6 | $ - | $ - | |
| Happy Hollow | 10/5/2022 | 10/10/2022 | 6 | $ - | $ - | |
| Island Shelter | 10/5/2022 | 10/10/2022 | 6 | $ - | $ - | |
| Festival Acreage (Flat Fee) $100 per acre | 10/6/2022 | 10/10/2022 | 49 | $ 100.00 | $ 4,900.00 | |
| Damage Deposit (Refundable Flat Fee) | 10/6/2022 | 10/10/2022 | 1 | $ 1,000.00 | $ 1,000.00 | |
| Ticket Sales Fee - $1 per ticket ranging $1-$20 | | | 0 | $ 1.00 | $ - | |
| Ticket Sales Fee - $2 per ticket ranging $21-$50 | | | 0 | $ 2.00 | $ - | |
| Ticket Sales Fee - $3 per tickets $51+ | | | 0 | $ 3.00 | $ - | $ - |
| Concessions Permit - $105 for first 6 vendors, $15 per vendor after 6 | | | | $ - | $ - | |
| | | | | | | |
| Total Due | | | | | $ 6,300.00 | |

6) Portable Generators- Organizer shall provide City with information as to the number, size, and location of portable generators to be use 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. City staff may approve in writing 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 the event footprint no later than 8:00 p.m. on Monday, October 10, 2022. 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 serve alcoholic beverages as part of the Event operations. All service of alcohol at the Event shall comply with the following provisions. The alcoholic beverage service 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 served at the soda & 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 service is limited to two (2) alcoholic beverages per person per service. All alcoholic beverages must be pre-approved by the City.

d. Beverages, both alcoholic and non-alcoholic, shall not be served in glass bottles or glass containers. Alcoholic beverages shall be served only in clear, plastic and commemorative cups, plastic bottles, or cans. Alcoholic and no-alcoholic beverages shall be served in containers that are distinctively different from each other.

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 before being served.

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 bartenders/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 be served only at the following times: Friday, October 7, 2022 from 4:00 p.m. until 10:30 p.m., Saturday, October 8, 2022 from noon until 10:30 p.m., and Sunday, October 9, 2022 from 12:00 p.m. until 9:00 p.m.

j. All servers and Event staff in the alcohol sales area 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.



k. Stations serving 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.

l. Organizer will provide a list of all those person that will be used as designated servers/bartenders for the Event to the City fourteen (14) business days before the Event, along with a copy of a SMART training certificate or Alcohol Server Certificate care for each person on the list. Only designated servers/bartenders are allowed to pour or serve alcohol during the Event.

m. Organizer shall provide and keep in place signs at all bar stations stating, "ID Required- No More than 2 Drinks per Person- Alcohol Service Ends at [designated end time] within the Event location.

n. Organizer shall provide training to all servers and Event staff in the alcohol service area on the alcohol rules and restrictions listed above.

10) Alcohol. Organizer has requested permission to serve alcoholic beverages as part of the Event operations. All service of alcohol at the Event shall comply with all local, State and Federal rules, regulations and laws.

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 twenty (20) feet of four-foot tall orange fencing at each entry/exit point 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 dusk.
c. Signage will be posted at each open fence point indicating non-exit points.

12) Organizer shall provide security, identification checking, first aid, fencing, and signage for the Event.

13) 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.



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

15) Organizer shall comply with the City approved Event plans.

16) 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 comply with the City approved plan for the management of trash, recycling and clean-up of the Event as described in **Exhibit F**. Organizer shall work with the City of Columbia Parks and Recreation and Utilities Departments to determine appropriate locations for the recycling and trash receptacles. Organizer is responsible for picking up and returning the 55 gallon trash barrels and recycling bins from the City's Landfill and for the distribution of the trash and recycling receptacles throughout the Event space per the approved plan. Organizer shall be responsible for supplying trash and recycling bags for receptacles. 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. City shall be responsible for delivering, emptying and picking up roll-off containers on a schedule outlined in the Solid Waste Plan. Event Organizer shall be responsible for paying all fees set forth in Chapter 22 of the City's Code of Ordinances. Organizer shall separate cardboard recycling from recycling consisting of glass, plastic, and aluminum. If Organizer deposits or allows its recycling to be contaminated with trash, garbage, or other types of materials, the material shall not be recycled and Organizer shall pay for the disposal of the material at the trash rate.

17) Signage. Signs, art and banners promoting the Event may only be displayed in the park on the days of the Event, set up and clean up. All such signs, art 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.

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) 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. 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. Trash, Recycling, and Clean-up Plan. Organizer shall provide City with a plan to ensure proper collection and removal of trash, recycling, and compost (if applicable).

g. 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 (October 7, 2022 through October 9, 2022). Workers' Compensation coverage shall meet Missouri statutory limits. Employers' Liability limit shall be $1,000,000.00 each employee or volunteer, $1,000,000.00 each accident, and $3,000,000.00 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 (October 7, 2022 through October 9, 2022). 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 $1,000,000.00 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 (October 7, 2022 through October 9, 2022).

   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 thirty (30) day mandatory cancellation notice.

f. 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

## Solid Waste Plan



Event organizer requests additional trash and recycling receptacles to help assuage littering during the weekend. Pending approval of this agreement with the City of Columbia, Solid Waste will, as in previous years, set and remove the receptacles in 2022; Event Organizer's request that they be set on Monday, October 3, 2022, and removed on Wednesday, October 11, 2022. Organizer agrees to pay all costs associated with the plan below.

On Monday, October 3, 2022, Solid Waste will deliver:

- 50 solid waste barrels and 50 recycling barrels
- One (1) small mixed fiber recycling roll-off
- Two (2) 40-yard solid waste roll-off
- Two (2) 30-yard mixed container recycling roll-off

All roll-offs will be serviced daily Wednesday, October 5, 2022 through Monday, October 9, 2022 with the exclusion of Sunday, October 8, 2022 due to no City services available.