



Exhibit "A"

City of New Port Richey Parks and Recreation Department Event Policies and Procedures Manual

The City of New Port Richey Parks & Recreation Department is pleased that you have decided to host your event in our City. All of the following rules and guidelines apply to any Special Event hosted within the City of New Port Richey. Persons and/or organizations who wish to conduct an Event in the City of New Port Richey must submit a completed application a minimum of forty-five (45) days prior to the proposed event date to:

City of New Port Richey Parks and Recreation Department
Attn: Events Coordinator
6630 Van Buren Street
New Port Richey, FL 34653

Receipt of an application is not a guarantee of event approval. Annual events should request dates one year in advance. The application fee, damage deposit, and final costs should all be paid at the City of New Port Richey Parks and Recreation Department.

Event Definition

An event is defined as any activity that is outside of the normal operations of the facility and/or has an impact on the general public. Any preplanned event, sponsored by a person other than the city, occurring on city property, including city streets which involve fifty (50) or more persons and/or vehicles as participants, exhibitors or exhibitions and which event is open to the public. Examples may include one or more of the following:

1. Open and advertised to the general public
2. Require street closures
3. The sale and/or consumption of food, beverage, or merchandise to the general public
4. Exceeds pavilion boundaries
5. Event requires one or more of the following: parking arrangements, traffic control, law enforcement, EMS, Fire Marshall, portable toilets, dumpsters, or City permits
6. Requires that portions of a public facility be closed to the general public
7. The event occurs on the Pithlachascotee River

Event Rules and Guidelines

1. **SET (Special Event Team) Meetings:** The event promoter/organizer must attend a SET (Special Event Team) meeting with City staff and other parties as necessary. Event promoter is responsible for all event logistics before, during, and after the event including equipment, security, trash, traffic, etc.
2. **Use Agreement:** A use agreement will be created that describes the fees as listed on the Special Event Fee Schedule, roles and responsibilities of the City and the Event

Promoter. Once the SET team approves the Use Agreement, it will go to the City Manager for final approval. Upon final approval of the Use Agreement, the Special Event Permit will be issued.

3. **Bond/Deposit:** A refundable cash bond or certified security deposit up to \$5,000 shall be provided to the city, in the amount to be determined by the City staff. The amount shall be based on the nature of the event, duration of the event, proposed location and potential damage to City property or equipment caused by event organizer or the event organizer's vendors and participants.
4. **Representation:** If the applicant is representing a group or an organization, in submitting an application for a special event, the applicant, if applicable, must attach proof of agency or letter of authorization showing his/her authority to represent the organization named herein prior to approval of this application.
5. **Site Map:** Site map should include: (as many pages as necessary, does not all need to be on one map)
 - a. Vendor locations
 - b. Tent locations and sizes, etc.
 - c. Barricade locations
 - d. Entertainment/activities
 - e. Portable restroom locations
 - f. Dumpster and recycling collection locations
 - g. Road and/or sidewalk closures
 - h. First aid/medical stations
 - i. Traffic flow
6. **Set-up:** The City has control over the set-up of any equipment/materials on site. The city reserves the right to refuse a special event permit if the parking of vehicles will substantially interfere with or destroy vegetation and City property.
7. **Traffic:** Traffic flow plan is required. Please provide map and details of plan.
8. **Vendors:** Event promoter is responsible for obtaining a copy of all licenses and insurance from each vendor, including inflatable's (moonwalks), climbing walls, pony rides, food vendors, etc., and providing the same to the City of New Port Richey. Food vendors are subject to fire inspection and must adhere to all Health Department and Fire Department rules and regulations, including keeping walkways clear and electrical cords, hoses, etc., properly covered and secured. All vendors must adhere to the Vendor Requirements for Special Events, which is attached hereto as Attachment "1".
9. **Selling:** Selling or offering for sale of any goods or services requires Departmental approval.
10. **Alcohol:** Event promoter is responsible for abiding by all local, State, and Federal liquor regulations, perimeter guidelines according to the Division of Alcoholic Beverages & Tobacco (ABT). Sale, dispensing, possession, use and/or consumption of alcoholic beverages on public property is prohibited except pursuant to City and State ordinance. An event must submit an Alcoholic Beverage Special Event Permit Application and be approved by Council to serve or sell alcohol at the event. See Alcohol Ordinance for further details.
11. **Tents:** All tents must be properly secured and anchored and made of flame-resistant materials in accordance with NFPA 701 Standard Method of Fire tests for Flame Propagation of Textiles and Films. The applicant must provide a copy of the flame-resistant rating. All tents larger than 10' x 10' require a Building (tent) permit. The

- event promoter can contact the New Port Richey Planning and Development Department for the arrangement of a tent permit. Tent permit fees list is available (includes all tents at special event). Additional inspection fees may be required.
12. **Noise:** All events must comply with the City of New Port Richey noise ordinances unless a waiver is granted. Amplified music is permitted from 9 am to 11 pm. Monday through Saturday and 1 pm – 11 pm on Sunday.
 13. **Restrooms:** The applicant may be required to provide portable restrooms depending on scope and size of the Event. Multi-day events will require daily cleaning service of portable restrooms. Portable restrooms may be placed one day prior to the Event, and must be removed from the site within 24 hours of the close of the Event.
 14. **Trash & Recycling:** The applicant is responsible for dumpsters, additional trash cans, all trash clean up and responsible for recycling containers depending on the size and scope of the event. Dumpsters may be delivered 24 hours before the start of the event, and must be removed with 24 hours of the close of the event. The Event Promoter will be responsible for placing recycling receptacles throughout the event site as recommended. All events will be encouraged to participate in the City of New Port Richey recycling efforts.
 15. **Safety:** Safety Plan requirements will be determined by City staff, as well as New Port Richey Police Department and the New Port Richey Fire Department. Event promoter may be required to hire off duty law enforcement officers, lifeguards, medical personnel, etc. Event promoter may also be required to make arrangements with New Port Richey Police Department and/or the New Port Richey Fire Department for providing a command center and/or a safety unit at Promoter's expense. All events must designate a first-aid station.
 16. **Parades:** It is understood that parade participants shall not engage in any behavior that creates a risk of bodily injury to other parade participants and the spectators at large. It is also to be understood that no fireworks or other explosion-type devices are to be used by parade participants to spectators along route which may cause injury or danger to spectators or participants.
 17. **Site Closure:** For safety concerns, the event space will temporarily close in case of inclement weather, emergencies, or other unsafe or hazardous conditions, or should vehicle or event capacity reach maximum.
 18. **Inclement Weather:** If the event is canceled due to inclement weather or other unsafe or hazardous conditions, the Event Promoter is responsible for notifying participants of the event cancellation. Event may be rescheduled pending availability. Any additional fees incurred to the City, such as labor, traffic control, or any other unforeseen costs will be invoiced by the City to the Event Promoter. The City reserves the right to cancel an event due to inclement weather, emergencies, or other unsafe or hazardous conditions.
 19. **Cancellations:** Event Promoter must notify the New Port Richey Parks and Recreation in writing of any cancellations or rescheduling of the event.
 20. **Permits:** Applicant is required to obtain all permits, licenses and certificates required by City, County, State, Federal, ABT (Division of Alcohol Beverages and Tobacco), or other regulatory agencies. Copies of such permits and licenses must be submitted to the New Port Richey Parks and Recreation Department. The applicant understands that the event must meet or exceed all applicable codes, laws and regulations including, but not limited to, National Fire Prevention Association, Building, Plumbing, Electric, Land

Development and City Codes. The City reserves the right to impose additional regulations if deemed necessary.

21. **Event Conclusion:** The event space is to be restored to the same condition as it was prior to the Event. Applicant will be responsible for the cost to repair any damage resulting from the event and/or attendees. All equipment and structures placed at the event site must be removed within 24 hours of the end of the event. The City of New Port Richey is not responsible for any items left at the event site. A storage fee may be applied for items left in the park after the 24 hour deadline.
22. **Owed Monies:** The City of New Port Richey will invoice the Event Promoter with the actual costs of the event upon conclusion of the event. The Event Promoter must pay the invoice within 30 days of receiving the invoice. Should collection efforts be required to collect any sums due, the City will be entitled to interest at the highest legal rate and the City will be entitled to collection costs including attorney fees.
23. **City Logo:** The use of the City of New Port Richey logo, Parks & Recreation Department logo, or any other reference to the City of New Port Richey is strictly prohibited except where written permission has been granted.
24. **Privileges:** Failure to abide by Parks & Recreation Department Rules and Guidelines, City ordinance, special events resolution, or special event policies and procedures will result in event privileges being suspended. Should an event not be in compliance with the User Agreement, the event may be shut down based on the recommendation of any City of New Port Richey Department Head or their designee and/or the Police Department. The Police Department will enforce all closures. An event may also be terminated if it is in violation of any law, or if it endangers the persons or participants or spectators, or if it threatens the peace and dignity of the community, or if it creates unmanageable problems for public safety officials whereby the proper execution of their duties is endangered.
25. **Insurance:** A certificate of general liability insurance naming the City of New Port Richey as an additional insured is required. Insurance amounts are identified in the Use Agreement.
26. **Post-event Report:** The applicant agrees to provide a post-event report within 90 days following the event to include receipts, disbursements, number of participants and other data included in this application.
27. **Holidays:** No special events will be approved on any City recognized holidays.
28. **Cooking:** Cooking is not allowed under or within 10 feet of any existing structure as mentioned in the New Port Richey Fire Department Requirements for Special Events Document included with this application.