

# Request to use Downtown Park

**Which park are you interested in renting:**

Fountain Square \_\_\_\_\_ Circus Square \_\_\_\_\_ Riverfront Park \_\_\_\_\_

**Reason for park rental:**

Wedding \_\_\_\_\_ Concert/Special Event \_\_\_\_\_ Display or "awareness" ribbons/signs \_\_\_\_\_

**Name of Organization / Individual** \_\_\_\_\_

**Address of Organization / individual** \_\_\_\_\_

**Phone number** \_\_\_\_\_ **Social Security Number of Individual** \_\_\_\_\_  
(or Federal I.D. Number of Organization)

**Date Park is to be used:** From \_\_\_\_\_ to \_\_\_\_\_

**Time:** \_\_\_\_\_ a.m. / p.m. **to** \_\_\_\_\_ a.m. / p.m.

**Explanations:**

What is the nature of the event or display? \_\_\_\_\_

How big is the display, decorations, or signs? \_\_\_\_\_

Where in the park do you want to place the display, decorations, or signs? \_\_\_\_\_

**Are tents to be erected for the above event?** YES / NO

If answered yes to the above question, a member of the landscape division will need to ensure that the sprinkler system is not damaged. Please call 393-3610 for assistance. Also, a tent permit must be obtained by calling our Building Division at 393-3676.

**Will the electrical outlets be utilized?** YES / NO

Electrical outlets are located on most light poles and in some other areas within the park. An electrical fee applies if you will utilize 220 electricity in the park.

**Fees should be submitted with your application or no later than 60 days prior to the date you are requesting.**

## Release & Waiver

The responsible party / renter agrees to hold harmless the Downtown Redevelopment Authority, Inc., City of Bowling Green, its' officials and employees from and against any and all claims, suits, actions, damages and/or causes of action during the term of this agreement, for any personal injury, loss of life, property and/or damage to property sustained in or about the said premises, and from and against all cost, expenses and liability incurred in and about any such claims the investigation thereof or the defense of any action process brought thereon, and from and against any orders and/or judgments that may be entered therein. The responsible party / renter also agrees that by signing below they will pay for any damages incurred while using the park. Also, by signing below, this certifies that the rules for use have been read and understood.

\_\_\_\_\_  
**RESPONSIBLE PARTY SIGNATURE/TITLE**

\_\_\_\_\_  
**DATE**

FOR OFFICE USE ONLY

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

Deposit Received: Check # \_\_\_\_\_

Confirmation mailed / called: \_\_\_\_\_

Mail  In Person

DRA Representative: \_\_\_\_\_

Approved

Rejected

## **DOWNTOWN PARK RENTAL INSURANCE CRITERIA**

1. When scheduling the Downtown Parks, a Certificate of Insurance meeting those requirements contained in Appendix VI v.20 will be required from the event coordinator or sponsor, if the event is “open to the public” and the public is encouraged to attend. This generally pertains to concerts, festivals, and celebrations. **(See attached Appendix VI v.20)**
2. If the event requests to sell alcohol for fundraising purposes, insurance coverage specified in Appendix VI v.20 will also be required. **(See sale of alcohol description below)**
3. For the scheduling of private parties and weddings, a certificate of insurance is not requested. However, there is a release and waiver on the application that requires their signature. **(See Release & Waiver description below & example park rental application)**

### **SALE OF ALCOHOL ON PUBLIC PROPERTY:**

It is only permissible for events with proceeds being contributed to non-profit charitable organizations to sell alcohol at special events that are held on public property. After required insurances are submitted to DRA, then a “Letter of Permission” from DRA will be granted to the event organization for the use of the property for their event. Once a “Letter of Permission” is granted by DRA, then a Temporary Alcohol Permit License is required for the event organization to obtain.

To apply for a Temporary Alcohol Permit License, the event organizer will need to contact the City of Bowling Green’s Occupational Licensing Division at 393-3000 Ext. 3639 or 3649.

### **RELEASE & WAIVER DESCRIPTION (for private parties/weddings):**

Right above the signature line on the application, there is a Release & Wavier that reads:

**The responsible party/renter agrees to hold harmless the Downtown Redevelopment Authority, its' board and employees from and against any and all claims, suits, actions, damages and/or causes of action during the term of this agreement, for any personal injury, loss of life, property and/or damage to property sustained in or about the said premises, and from and against all cost, expenses and liability incurred in and about any such claims the investigation thereof for the defense of any action process brought thereon, and from and against any orders and/or judgments that may be entered therein. The responsible party/renter also agrees that by signing below they will pay for any damages incurred while using the park. Also, by signing below, this certifies that the rules for use have been read and understood.**

**APPENDIX VI (v.20)**

**STANDARD HOLD HARMLESS & INDEMNIFICATION CLAUSE,  
AND INSURANCE REQUIREMENTS FORM  
SPECIAL EVENT SPONSOR AND/OR COORDINATOR – TYPE A**

**I. STANDARD HOLD HARMLESS AND INDEMNIFICATION CLAUSE**

The Service Provider agrees to hold harmless, defend and indemnify the Downtown Redevelopment Authority, Inc., City of Bowling Green, its elected and appointed officials and officers, employees and agents from all liability, claims, damages, losses and expenses, including court costs and attorneys' fees, arising out of or resulting, directly or indirectly, from the Service Provider's (or Service Provider's subcontractor's) performance or breach of the contract. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

**II. INSURANCE**

**The Service Provider shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and copies of policies or certificates thereof are submitted to and approved by the Downtown Redevelopment Authority.** *The Service Provider shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Service Provider evidencing proof of coverage.*

Prior to commencing work, the Service Provider shall maintain continuous liability coverage written on an occurrence basis or, if a claims made basis, with an extended coverage provision (ERP) option of not less than three years. Coverage will be provided through insurance companies licensed to do business in the State of Kentucky with a Best Rating of A- or better.

Without limiting Service Provider's indemnification requirements, it is agreed that Service Provider shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractor, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Downtown Redevelopment Authority. **The Downtown Redevelopment Authority may require Service Provider to supply proof of subcontractor's insurance via Certificate of Insurance, or at Downtown Redevelopment Authority's option, actual copies of policies.**

---

**RESPONSIBLE PARTY SIGNATURE/TITLE**

**DATE**

**The insurance to be procured and maintained and the minimum Limits of Liability shall be as follows, unless different Limits are specified by addendum to the Contract:**

1. **COMMERCIAL GENERAL LIABILITY**, via the **Occurrence Form**, with a **\$1,000,000** Combined Single Limit for any one occurrence for Bodily Injury, Personal Injury and Property Damage. The insurance certificate shall show coverage limits for the following:
  - a. General Aggregate
  - b. Products/Completed Operations
  - c. Personal & Advertising Injury
  - d. Each Occurrence
  - e. Medical Expenses (Any one person)
  - f. Damage to Rented Premises (Each Occurrence)
  
2. **WORKERS' COMPENSATION** – insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY** - **\$100,000** Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee.
  
3. **LIQUOR LEGAL LIABILITY** – A minimum coverage Liability Limit of **\$1,000,000** for any one occurrence will be required if the Special Event Sponsor and/or Coordinator intends to engaged in selling and/or dispensing alcoholic beverages. This coverage may be written as an endorsement on the above mentioned Commercial General Liability Policy or as a separate policy. If Special Event Sponsor and/or Coordinator sub-contract this service, the sub-contract vendor shall provide this coverage.

**The following policies are to contain or be endorsed to contain the following provisions:**

#### **Commercial General Liability Coverage**

- a) “The Downtown Redevelopment Authority and the City of Bowling Green are added as an “Additional Insured” as respects liability arising out of activities performed by or on behalf of the Service Provider entering into this contract for service including the insured’s general supervision of the premises owned, occupied or used by the Service Provider entering into this contract. The coverage shall contain no special limitations on the scope of protection afforded to the Downtown Redevelopment Authority, its elected and appointed officials, employees, agents and successors and volunteers.
  
- b) The insurance coverage for the Service Provider entering into a contract shall be primary insurance as respects the Downtown Redevelopment Authority, its elected and appointed officials, employees, agents and successors and volunteers. Any insurance or self-insurance maintained by the Downtown Redevelopment Authority, its elected and appointed officials, employees, agents and successors and volunteers shall be excess of the Service Provider’s insurance coverage and shall not contribute to it.
  
- c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Downtown Redevelopment Authority, its elected and appointed officials, employees, agents and successors and volunteers.

**All Coverage**

- a) Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Downtown Redevelopment Authority.
- b) Any deductibles or self-insured retentions must be declared to and approved by the Downtown Redevelopment Authority.
- c) Certificates of Insurance as required above shall be furnished to:

**DOWNTOWN REDEVELOPMENT AUTHORITY  
ATTN: DOWNTOWN PARKS COORDINATOR  
PO BOX 32  
Bowling Green, Kentucky 42102  
FAX: (270) 782-5529**

**Miscellaneous**

Approval of the insurance by the Downtown Redevelopment Authority shall not in any way relieve or decrease the liability of the Service Provider hereunder. It is expressly understood that the Downtown Redevelopment Authority does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Service Provider. The Downtown Redevelopment Authority shall not be obligated to review such insurance certificates, policies and endorsements, or to advise Service Provider of any deficiencies in such documents, and such receipt shall not relieve the Service Provider from or be deemed a waiver of the Downtown Redevelopment Authority's right to insist on strict fulfillment of Service Provider's obligations herein.

**Name of Service Provider :**

---

**Authorized Service Provider Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

*It is expressly understood that no employer/employee relationship is created by this agreement nor does it cause Service Provider to be an officer or official of the Downtown Redevelopment Authority. By executing this agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.*

# THE DISTRICT

DOWNTOWN REDEVELOPMENT AUTHORITY

## REGULATIONS FOR USE OF DOWNTOWN PARKS

### SCHEDULING

To reserve a downtown park, an organization or individual is required to submit an application. Such a request, including fee and insurance certificate must be submitted 60 days prior to the requested date of use. The Release and Waiver must be signed and a fee is required for each day that the park is to be used. After consideration, the request will be sent for scheduling. The Downtown Redevelopment Authority will submit a Certificate of Approval to the organization/individual of scheduling. If the request is denied, an explanation will be provided and any fees returned/refunded.

### INSURANCE

A certificate of insurance (\$1,000,000 dollar coverage) naming Downtown Redevelopment Authority and City of Bowling Green as additional insured is required. Please see the insurance requirements attached to the park rental application. Be advised that reservations are contingent on the receipt of the completed application with payment and are on a first come, first serve basis. Also, 45 days prior notice is required for refunds should there be a cancellation. Circumstances beyond the Downtown Redevelopment Authority's control are not basis for a refund.

### FEES/ PAYMENTS

Payments should be made payable to the Downtown Redevelopment Authority no later than 60 days prior to your scheduled event. If both the park and the PA System are to be utilized, those fees can be made payable in one check to the Downtown Redevelopment Authority. Applications and fees should be mailed to: Downtown Redevelopment Authority, PO Box 32, Bowling Green, KY 42102.

### VENDORS

Any vendors selling goods or services must obtain a business license from the City of Bowling Green and display it on site.

Any vendors selling food/beverages must obtain the required inspection and certificates from the Barren River Area Health District and must display certificate on site.

### APPLICATIONS/PERMITS

All events (except weddings) must obtain a **special event permit** from the City of Bowling Green.

All events utilizing tents larger than 10x12 must obtain a **tent permit** from the City of Bowling Green.

All events featuring a parade must obtain a **parade permit** from the City of Bowling Green.

All events with amplified sound or producing over 90 d(B) must obtain a **noise variance** form the City of Bowling Green.

### PARKING

Parking near and around downtown parks is public parking and not guaranteed to be available for your event.

### AWARENESS EVENTS/DISPLAYS

If you want to erect "**awareness**" ribbons or signs, please be advised that you are responsible for putting up and taking down these items. It is required that they be properly secured so that it is not a threat to fall or cause harm. The City is not held responsible for any damages or vandalism that may occur in the park. If you are requesting the placement of a **religious display in the park**, then a sign must be erected next to the display that reads: "*Erected by a private organization and its presence does not constitute an endorsement by the City of Bowling Green of this organization or of this display*". This display must be privately owned, purchased, installed and removed. **NOTE:** Please acknowledge that one or more events may be scheduled in the park during this period, which might require that the display be removed if it interferes with the scheduled activity. With placement of displays, it will be prohibited for any digging or disturbance of landscaping.

## FOUNTAIN SQUARE PARK

- **No events over 2000 attendance**
- **No alcohol**
- **No street closings**
- **Deposit**

A refundable deposit of \$200 is required with your fee payment. Any damages, repairs, or costs involved in the replacement of and labor for the replacement of flowers, shrubs, trees, property, refuse removal, etc. will be deducted from the deposit. The cleanup/damage deposit will not be returned if there is **any** refuse of any kind left behind, including food waste, plant matter, cigarette butts, matches, ashes, silly string, rice, silk petals, melted ice cream, bottles, cans, ribbons, paper, streamers, confetti, popcorn, used cooking oil, signs, string, tape, etc. Any damage to park features, paint, graffiti, holes, damage to plant material, markings of any kind, tape residue, etc. will be assessed against the damage deposit. **If damages exceed the amount of the deposit, the renter will be billed and held responsible for the costs associated with the cleanup or repair or replacement of the damage.**

If there isn't any damage and all clean-up has been provided by the individual or organization requesting use of the facility, then the deposit is submitted back in full to the requesting party. If damages occur, the Downtown Redevelopment Authority will notify the contact person and provide specifications in regards to the reason and costs of damage. It is prohibited to use confetti, silk flowers, rice, or silly string in the parks. Only organic material can be used.

- **Fees**

Minimum rental is 2 hours	\$150
Each additional hour	\$75
Other fees:	
Use of PA System*	\$25
Concession fee	\$50
Cleanup/Damage Deposit (refundable)	\$200

A 20% non-profit discount is applied for certified non-profit organizations. Deposits are not discounted. Please present proof of non-profit status.

Set-up and tear-down must be done during the rental period. If the renter requires time the day before or after the event for set-up or tear-down, the rate is \$75 per hour.

Weddings that expect to use the park for a rehearsal must rent the park for that time as well.

Use of 120v 15 amp outlets in the park is included in rental cost. Tripped circuit breakers from overloading circuits cost \$15 each to cover staff time to reset breakers.

If the event includes multiple vendors or concessions, the renter will need to coordinate with DRA and City staff to assess the needs and best locations for each vendor. The fee covers staff time.

Underground water and electrical lines exist throughout the park. No stakes or other sharp objects should be driven into the ground anywhere in the park.

- **Trash/Refuse Removal**

All events must provide a minimum of 6 additional rolling trash bins to be distributed throughout the park. These can be obtained through Scott Waste or Monarch Environmental. All permanent park trash cans and ash receptacles must be emptied.

- **Restroom Facilities**

Any event lasting longer than 2 hours with 200 people or more in attendance must provide portable restroom facilities.

- **Public Address System/Sound**

If the public address system is to be utilized at the Fountain Square Park, there is an additional fee and application. Double Dome Systems; 352 B Emmett Ave; Bowling Green, KY is the only authorized system operator. \*To use the PA system, users must contract with Double Dome Systems for the operation of the equipment. Their telephone number is 846-4468 and they have their own separate fee. Their cost ranges from \$60.00 to \$240.00 and they must be contacted for their fees and scheduling at (270) 846-4468.

- **Tents**  
Staked tents may not be erected in Fountain Square Park. Any tent covering more than 120 square feet requires a tent permit from the City. 10 x 10 tents may be used without permits, but must not be staked. Use weights or sandbags for stability. Tents up to 30 x 30 can be stabilized without stakes.
- **Fountain**  
Fountain runs April through October.

**CIRCUS SQUARE PARK**

- **No street closings**
- **Deposit**  
A refundable deposit of \$300 is required with your fee payment. Any damages, repairs, or costs involved in the replacement of and labor for the replacement of flowers, shrubs, trees, property, refuse removal, etc. will be deducted from the deposit. The cleanup/damage deposit will not be returned if there is **any** refuse of any kind left behind, including food waste, plant matter, cigarette butts, matches, ashes, silly string, rice, silk petals, melted ice cream, bottles, cans, ribbons, paper, streamers, confetti, popcorn, used cooking oil, signs, string, tape, etc. Any damage to park features, paint, graffiti, holes, damage to plant material, markings of any kind, tape residue, etc. will be assessed against the damage deposit. **If damages exceed the amount of the deposit, the renter will be billed and held responsible for the costs associated with the cleanup or repair or replacement of the damage.**  
If there isn't any damage and all clean-up has been provided by the individual or organization requesting use of the facility, then the deposit is submitted back in full to the requesting party. If damages occur, the Downtown Redevelopment Authority will notify the contact person and provide specifications in regards to the reason and costs of damage. It is prohibited to use confetti, silk flowers, rice, or silly string in the parks. Only organic material can be used.

- **Fees**

Minimum Rental is 4 hours	\$300
Each additional hour	\$100
Other fees:	
Use of 240v electrical or stage	\$50
Turn fountain on or off	\$25
Exclusive use of College parking lot	\$50
Exclusive use of State parking lot (as available)	\$50
Use of 'drive over' behind fountain	\$25
Tent and staking fee	\$50
Concession fee	\$50
Cleanup/damage deposit	\$300

A 20% non-profit discount is applied for certified non-profit organizations. Deposits are not discounted. Please present proof of non-profit status.

Use of 120v 15 amp outlets in the park is included in rental cost. Tripped circuit breakers from overloading circuits cost \$15 each to cover staff time to reset breakers.

Use of 240v electrical or stage is \$50 and also requires a key deposit of \$10.

Maximum daily rate for non-profits (plus other fees) \$600

Maximum daily rate for non-profits holding event free and open to public \$500  
For events hosted by a non-profit that is free and open to the public, electric, fountain, tent, bollard, and concession fees are waived. Exclusive use parking lot fees are *\*not\** waived. This means an event will exclude the general public from using these parking lots, the \$50 rental fee must be paid per lot.

- **Trash/Refuse Removal**  
All events must provide a minimum of 10 additional rolling trash bins to be distributed throughout the park. These can be obtained through Scott Waste or Monarch Environmental. All permanent park trash cans and ash receptacles must be emptied.

- **Restroom Facilities**  
Any event lasting longer than 2 hours with 200 people or more in attendance must provide portable restroom facilities.
- **Alcohol**  
City Ordinance and KRS 243.260 and 243.290 prohibit the use of alcohol in a park for a private function or event. Non-profit organizations may obtain a lease for the park and temporary liquor license for alcohol consumption if the event is open to the public and proceeds benefit a non-profit organization. Please contact David Lyne at 270-393-3639.
- **Tents**  
If tents are to be erected inside of the park, approval of the location of the installation of the tent is required by Downtown Redevelopment Authority.  
Staked tents are only allowed in the rectangular field at the corner of 6<sup>th</sup> Avenue and College Street. No staked tents are allowed in the triangular lawn areas. Tents up to 30 x 30 can be stabilized without stakes. If the tent is size 10x12 or larger (120 sf) a tent permit must be obtained from the City Building Inspection Office at 393-3000. 10 x 10 tents may be used without permits, but must not be staked. Use weights or sandbags for stability.
- **Interactive Fountain**  
Fountain will run from 10 am until 11 pm.  
Maintenance will be daily from 7 am until 10 am.  
Daily operation of the fountain will cease the day after Labor Day.  
The fountain will be operated weekends and by request between Labor Day and Columbus Day.  
The fountain will be drained and winterized after Columbus Day.

#### **RIVERWALK PARK AND COLLEGE STREET BRIDGE**

- **No alcohol**
- **No street closing**
- **Deposit**  
**A refundable deposit of \$200 is required with your fee payment.** Any damages, repairs, or costs involved in the replacement of and labor for the replacement of flowers, shrubs, trees, property, refuse removal, etc. will be deducted from the deposit. The cleanup/damage deposit will not be returned if there is **any** refuse of any kind left behind, including food waste, plant matter, cigarette butts, matches, ashes, silly string, rice, silk petals, melted ice cream, bottles, cans, ribbons, paper, streamers, confetti, popcorn, used cooking oil, signs, string, tape, etc. Any damage to park features, paint, graffiti, holes, damage to plant material, markings of any kind, tape residue, etc. will be assessed against the damage deposit. **If damages exceed the amount of the deposit, the renter will be billed and held responsible for the costs associated with the cleanup or repair or replacement of the damage.**  
If there isn't any damage and all clean-up has been provided by the individual or organization requesting use of the facility, then the deposit is submitted back in full to the requesting party. If damages occur, the Downtown Redevelopment Authority will notify the contact person and provide specifications in regards to the reason and costs of damage. It is prohibited to use confetti, silk flowers, rice, or silly string in the parks. Only organic material can be used.
- **Fees**

Minimum rental is 2 hours	\$150
Each additional hour	\$75
Tent and staking fee	\$50
Exclusive use of parking lots	\$50
Early or late use of rest room facilities	\$50
Cleanup/Damage Deposit (refundable)	\$200
Non-profit discount	20%

A 20% non-profit discount is applied for certified non-profit organizations. Deposits are not discounted. Please present proof of non-profit status.

Set-up and tear-down must be done during the rental period. If the renter requires time the day before or after the event for set-up or tear-down, the rate is \$75 per hour.

Weddings that expect to use the park for a rehearsal must rent the park for that time as well.

Use of 120v 15 amp outlets in the park is included in rental cost. Tripped circuit breakers from overloading circuits cost \$15 each to cover staff time to reset breakers.

Underground water and electrical lines exist throughout the park. No stakes or other sharp objects should be driven into the ground anywhere in the park without the direct supervision of DRA or City Staff. The fee covers staff time to supervise setup.

➤ **Trash/Refuse Removal**

All events must provide a minimum of 10 additional rolling trash bins to be distributed throughout the park. These can be obtained through Scott Waste or Monarch Environmental. All permanent park trash cans and ash receptacles must be emptied.

➤ **Restroom Facilities**

Public restrooms are available on site. If the renter needs the restrooms open outside of normal park hours, the cost is \$50.

➤ **Tents**

Staked tents may not be erected in Riverwalk Park. 10 x 10 tents may be used without permits, but must not be staked. Tents up to 30 x 30 can be stabilized without stakes. Use weights or sandbags for stability. Any tent covering more than 120 square feet requires a tent permit from the City.

I have read and agree to be bound by the regulations for use of downtown parks.

---

ORGANIZATION

RESPONSIBLE PARTY

DATE

It is the City Manager's responsibility to rule on any issues or appeals to the use of the park. Further questions, contact Downtown Redevelopment Authority at 782-0222.

**PLEASE RETAIN A COPY FOR YOUR RECORDS**