

CITY OF MARSHFIELD, MISSOURI

PUBLIC EVENT POLICY

The following policy has been established to allow for "best use" of the Ellis O. Jackson Marshfield City Park (a.k.a."Fairgrounds") and other park facilities, while protecting the park for the future. All actions of a Renter are subject to the laws, ordinances, rules, policies, regulations and orders of the City of Marshfield, Missouri, as well as all other applicable government agency statues, laws, ordinances, rules, regulations and orders. No public event may be held at any Marshfield City Park in violation of any part of this policy unless express, written permission is obtained.

GENERAL TERMS AND CONDITIONS

- It is the tenant's responsibility to be aware of, and abide by, all policies, ordinances, rules and regulations pertaining to use of a park.
- Tenants are responsible for damages to reserved facility that occur in relationship to the event and pre-and post-cleanup times.
- The park maybe rented from March 15 through October 31 of each calendar year. Operations are under the direction of the Marshfield Board of Aldermen, administrative staff, and any designated agents or representatives.
- All buildings, facilities and equipment are rented "as is." The City's administrative personnel should be contacted immediately if an unsafe situation is found.
- Any representative of the City will, at no time, be refused or prohibited from moving in, out, on or about the entire facility while conducting his/her official duties.
- The City of Marshfield may refuse event bookings when, in its opinion, the event may cause or have the potential to cause undue hardship on the facility, is incompatible with a previously-booked event, is not of a nature that is consistent with the City's image, when the event poses a security hazard, or when overtime of staff, excessive clean-up or the possibility of excessive damage or public safety exists.
- Unless a Renter has secured the entire Park for an event, there may be times when multiple events are scheduled, The City reserves the right to schedule multiple events without compensation to involved parties.
- The City of Marshfield reserves to its agents and representatives the right to interpret rules and regulations and determine all matters pertaining thereto. Violations of this policy shall result in the forfeiture of all privileges, deposits, contracts and rights to further participation.
- Per Ordinance 210.575, possession or consumption of intoxicating liquor, beer or wine within City Parks is prohibited; violators will be prosecuted.

RESERVATIONS

An event of two or more consecutive years held on the same corresponding date(s) shall be classified as an ANNUAL EVENT. Annual event renters in "good standing" from the previous years, sponsoring events on a regular basis, shall have the first option for the use of facilities on corresponding date(s) in following calendar years. Anyone wishing to rent the facility for an Annual Event must submit, in writing, its desire to continue hold its event by January 31 of the year the event will be held or the event will be cancelled.

FIRST TIME RENTALS

First time Renters must provide a minimum of four references; the City reserves the right to require a refundable damage deposit of \$500.00, as well as all estimated charges, including rent and licensing fees.

USAGE FEES

The fee schedule for use of park facilities is as follows:

- Auctions: Auctions are allowed with proper insurance, a merchant's license, and a \$50.00 fee. Garage sales are not allowed on park premises.
- Camping Sites: RV's and other camping units (excluding bicyclists) may camp during events only (allowed one day prior to event, during event, and one day post-event with a check-out time of 12:00 Noon, unless prior arrangements are made with City staff during regular business hours). No water or sewer hook-ups are available, although campers may utilize the gray water dump station if prior arrangements are made by the Renter with the City. No open fires or fireworks are allowed, and all pets must be restrained at all times.
- Individual Buildings: For non-public events, buildings may be rented for \$15.00 per session (\$20.00 for non-City residents). Sessions run from 8:00a.m. to 3:00p.m. and 3:00 to 10:00 p.m. daily. Buildings must be rented between 8:00a.m. and 4:00p.m. Monday through Friday at Marshfield City Hall.
- Marshfield City Pool: The Marshfield City Pool is not a part of the Renter's agreement. The Pool may be utilized during normal business hours, and also private parties for groups or a group rate during normal hours may be arranged by contacting the pool directly.
- All costs for items purchased specifically in relation to an event (ex: trash bags, light bulbs, lime for disinfection following agricultural events, etc.) will be billed to the party reserving the facility/park. In addition, actual electric charges (.06851 per kw hour), in addition to a daily usage fee per meter (.25.50 per meter per day) will be charged. The City shall read electrical meters prior to move-in, and again immediately following move-out (during regular business hours). Please refer to "Licensing/ Permitting" for permitting fees.
- A rental fee of \$15.00 per day for pre- and post-day event usage will be charged, and a \$35.00 rental fee will be charged for event days.

LICENSING/PERMITTING

All public events are required to be licensed upon booking. Renters for annual events, in good standing, may submit permit fee with final payment.

Marshfield City Code, Chapter 605

Section 605.010: TENT SHOWS- CIRCUS, MENAGERIE, CARNIVAL, ETC.

"Every person or persons who shall within the City of Marshfield set up or conduct any circus, menagerie, carnival or other tent show, shall pay to the City a license tax therefore as follows: For circus or menagerie the sum of fifty dollars (\$50.00) for each day; for a carnival or other collection of shows the sum of twenty dollars (\$20.00) for (1) day showing and ten dollars (\$10.00) for each additional showing; for a stock company or vaudeville show the sum of five dollars (\$5.00) for each day showing; and all other shows the sum of ten dollars (\$10.00) for each day showing. (Ord. No. 40 "1, 7-13-54)

City, County, State or other permits may be required. It is the responsibility of the Renter to list all events associated with the rental time for a determination of what local permits are needed/required.

FOOD VENDOR LICENSE

Effective April 1, 2005, permitting is required for all temporary food service vendors (14 days or less) in Webster County. A permit will be required to be posted by each vendor at each event. The permit will be valid for one (1) year. The date will extend from April 1 to March 31 of each year. Under the new law, an application must be filled out and received by the Webster County Health Unit prior to any vending event. The City requests that an approved permit be submitted to the City at least one month prior to the event, when possible.

There is a \$10.00 per year fee for the permit for "for-profit" events; fee is waived for not-for-profit entities. A produce stand that offers whole, uncut fresh fruits and vegetables is exempt from the fee. A kitchen in a private home if only food that is not potentially hazardous is prepared for sale or service at a function such a religious or charitable organizational bake sale may be exempt, as well as not-for-profit organizations ..

For more information, contact the Webster County Health Unit.

WORKERS COMPENSATION INSURANCE

Any Commercial Renter or sub-contractor that has employees working on the grounds must obtain and provide proof of workers' compensation and employer's liability insurance. This documentation must be presented at least one (1) month prior to the event date.

PARKING

Parking shall be allowed only in designated parking areas only. No vehicle or trailer may park on the side of any roadway on the grounds, except for loading and unloading (10 minute limit). In the event of the loading or unloading of equipment or livestock, no roadway may be blocked. When loading/unloading, an attendant must be with the vehicle at all times. Violators may be ticketed and/or towed at the owner's expense.

Garst Drive shall remain open at all times for public use, unless other arrangements are made with City staff prior to the event. The closure of North Marshall Street directly in front of the park property for general public use is allowed by authorization of the Chief of Police of the Marshfield Police Department or his/her designated representative. Permission to close this section of North Marshall Street must be obtained a minimum of thirty (30) days prior to the first event date. Handicapped parking along this section of roadway must be kept open.

PRE-INSPECTION/POST-INSPECTION

All Renters must set up a time to meet a City official(s) during normal business hours prior to the set-up of any event, and again for a post-event grounds inspection. These meeting times shall be during normal business hours, with days and times determined by mutual consent; meetings shall take place at least one (1) week prior to the anticipated move-in date of the event and within three (3) business days following the event. Additional or follow-up meetings may be required by the City. Renters are encouraged to set up these meetings immediately upon scheduling the event.

SALES TAX

All persons selling or displaying property or operating a place of amusement or entertainment must be registered with the Missouri Department of Revenue. Renters – as the organizer of the event – are responsible for making sure that the "Application for Temporary Sales Tax License" forms are distributed to all vendors/traders/entertainers, even if they are not liable for Sales Tax in the State of Missouri. If you have vendors subject to this, you must contact the Missouri Department of Revenue, Springfield office, at (417) 895-6419 or (417) 895-6474. A vendor booth layout must be provided prior to the start of the event.

RESERVATION OF KITCHEN AT PARK

The City of Marshfield does not reserve or maintain the kitchen facility at this park. This facility must be rented through the Webster County Fair Board, and may be reserved by calling (417) 468-3055. The kitchen may be rented for another event if your group/organization does not rent the facility for your event.

USAGE TIMES/NOISE

For events designated as "public," a reasonable attempt must be made to follow public event usage hours: 5:00a.m. to 12:00 Midnight on Friday and Saturday, and 5:00a.m. to 11:00 p.m. Sunday through Thursday. The City reserves the right to enforce these times strictly if an agency/organization continually abuses this policy.

In all other instances, unless a request is granted, the City's park closing (10 p.m. to 5 a.m.) must be observed.

FINAL PAYMENTS AFTER EVENT

Final billing will be sent to renter within two (2) weeks following the event. All outstanding balances must be paid within thirty (30) days from the billing date. Any late payments are subject to a late fee of 1.5 percent of the balance due, per month.

RETURNED CHECKS

A \$20.00 fee will be charged on all returned checks. Other collection charges may apply, including all expenses related to the collection of the debt.

LIABILITY INSURANCE

No organization or group may use any portion of the premises for a public event without submitting to the City of Marshfield a lawfully transacted Certificate of General Liability Insurance in an amount equal to the sovereign immunity limits as determined in accordance with Section 537.610, RSMo, from time to time. The dates of the event must be noted, as well as the event itself, on the Certificate. The City must be named as a Certificate Holder/Additional Insured as follows: City of Marshfield, Attn: Parks Department, 798 S. Marshall St., Marshfield, MO 65706.

No organization or group may use any portion of the premises for a public event without submitting to the City of Marshfield a lawfully transacted Certificate of General Liability Insurance in the amount of \$1,000,000 Combined Single Limit each occurrence. The policy should include a minimum \$50,000 for damage to premises (\$100,000 encouraged). The dates of the event must be noted, as well as the event itself, on the certificate. The City must be named as a Certificate Holder/Additional Insured, as follows: City of Marshfield, Attn. Parks and Recreation Manager, 798 S. Marshall, Marshfield, MO 65706.

A statement by the insurance company that it will not cancel said policy or policies without giving ten (10) days prior written notice to named certificate holder must accompany the insurance certificate. Renter, at its own expense, must procure the applicable insurance coverage, to be in full force and effect, covering any activities prior to the actual event date, the event proper, and any move-in, set-up or after-event activities conducted by Renter or event-affiliated persons. The insurance company must be deemed by the Department of Insurance to be an admitted carrier in Missouri, and phone numbers of the agent and underwriting company must be supplied to the City with the insurance certificate. Renter is responsible for accurately estimating the number of guests who will attend the event. The Certificate of Commercial General Liability Insurance coverage must be submitted to the City no less than thirty (30) days prior to the event.

Requests for waiver of insurance requirements to the Marshfield Board of Aldermen must be presented at least 60 days prior to the event.

SAFETY

First aid supplies must be immediately available to all event participants and spectators during the entire rental period. Ambulance stand-by is required for all rodeos and bull rides; first responders must be arranged to be present during all demolition derbies and tough truck contests. Ambulance service or first responder stand-by may be required for other events, at the City's discretion. Fire extinguishers must be secured for all events involving motorized equipment or vehicles.

NON-CITY PROPERTY

The City does not own electrical boxes to extend power across the Park facility. For more information on using these boxes, contact the Marshfield Area Chamber of Commerce, (417) 859-3925.

The City also does not own livestock pens. For more information, contact Eugene Cantrell, (417) 838-1213.

For information on the announcer's stand at the Fairgrounds arena, contact Eugene Cantrell, (417) 838-1213.

PERSONNEL

- Security: Security is the responsibility of the Renter, and may be required by the City in select instances. Only Missouri certified and licensed peace officers or Federal law enforcement agents may carry firearms on any park premises.
- Event Attendants: The rental of this facility for large public events (more than 500 estimated attendance) requires the contracting of two City employees, to be present during all public performances. Event attendants are primarily on-site to provide event and facility oversight, damage inspection and reporting, restroom cleaning and stocking, general clean-up during the show, and other duties as assigned. Event attendants shall be paid at a rate of **\$8.50** per hour. Written requests to use only one attendant, or to waive the event attendant requirement, will be considered on a case-by-case basis.

CLEAN-UP

- Under normal circumstances, the City will neatly maintain the park. It is expected to be returned to the City under the same or better condition than received. Clean-up of bedding with events involving livestock will be completed by the City at no cost to the event sponsor; however, any supplies purchased for clean-up/disinfection will be billed to the sponsor (example: lime for disinfection of barns, etc.). Please refer to "Usage Fees" section.
- The grounds are rented "as is."
- All user-groups are responsible for their own pre-event setup and breakdown.
- Renter is responsible to maintain the cleanliness of the entire facility throughout the event and to remove any debris from the premises immediately after completion of an event. This includes parking areas, barns, arena, fences, and all other areas on the grounds. It is the responsibility of the user-group to collect all trash, garbage, etc.
- Dumpsters on the park grounds may be used to capacity; it is the responsibility of the Renter to obtain any additional dumpsters that are determined to be needed. Renter will be charged for actual trash removal costs, and payment must be received from Renter for this service before the Security Deposit will be released.
- Any unusual clean-up or damage, or removal of debris or soil in connection with an event will result in additional charges to the Renter. Unusual clean-up includes, but is not limited to, foreign debris in the arena, litter on the grounds or floors, improperly disposed of trash, fluids or other substances on concrete floors, signs or banners not removed from premises, etc.
- The Renter will be billed for any cleaning that the City participates in; the billing cost shall be the normal actual wages, and standard equipment charges.
- Absolutely NO waste grease or other liquid waste is allowed to be dumped on grounds or in the gray-water dumping station. Any non-hazardous liquid waste (corn dog batter, grease, etc.) must be placed in sealed plastic bags before being placed in dumpsters.

MODIFICATIONS/IMPROVEMENTS

Absolutely no modifications to any part of the grounds, buildings or equipment may be made without prior approval of the City. If prior approval has been given for such modifications, any and all modifications will be returned to its original or better condition. No trenching is allowed, unless approval is received upon booking and special arrangements for filling trenches.

Any improvement made permanent becomes the property of the City of Marshfield and shall be utilized or maintained at the discretion of the City.

KEYS

Keys to facilities are not available to renters except at the discretion of City of Marshfield personnel. Keys shall be picked up during regular business hours at Marshfield City Hall prior to the set-up start date of the event. Any keys checked-out to Renters that are not returned will be subject to a \$25.00 replacement fee per key.

ADVERTISING

The City reserves the right to refuse any advertisement it deems inappropriate. Permission must be received from the City before signs/banners can be placed on any buildings, and sign permitting may be required. Signs should be removed immediately after events, unless permission is granted by the City for signs/banners to be left in place.

Any fliers, program books, etc., must be given to the City - immediately upon distribution- for event record retention purposes.

ANIMALS AND LIVESTOCK

Any renter utilizing the premises for any activity or event in which live animals are used, exhibited and/or displayed shall comply fully with all applicable government agency statutes, laws, ordinances, rules, regulations and/or orders applicable to the humane care and treatment of animals. Renter assumes full responsibility to meet and satisfy all applicable governmental humane standards relative to the care and treatment of animals, and to be fully informed regarding any and all applicable statutes, laws, ordinances, rules, regulations and/or ordinances as they relate to those animals under the Renter's care and control.

All cattle, swine, sheep, goats, equine, poultry, rabbits, dogs, cats or other animals on the grounds for any public event are subject to current Exhibition Regulations issued by the Missouri Department of Agriculture, as well as applicable City ordinances and policies, and other government agency statutes, laws, ordinances, rules and regulations. For current Missouri regulations, the public may contact the Division of Animal Health, (573) 751-3377.

An event representative must sign a "Certification of Livestock Inspection." As per State regulations, City policy, and other laws and regulations, current health papers are required and must be shown for all out-of-state livestock, or any event that co-mingles in-state and out-of-state livestock (as of 1996; subject to change).

A list shall be supplied to the City immediately following check-in by all Renters that provides the following information for all livestock/animals involved in the event:

- Name, address, phone of exhibitor/owner;
- Livestock breed, age, and permanent identification number;
- Initials of person(s) inspecting animal health papers and/or animals upon arrival.

A veterinarian health inspection form may substitute for the above list. If any livestock on grounds are present without a permanent identification number or ear tags, a veterinarian must inspect that animal at the site.

The City reserves the right to have its agents ask any exhibitor to produce, upon request, health papers for any livestock/animals on the premises, if required by the State of Missouri.

Other animal regulations:

- Bedding that will be allowed shall be limited to sawdust, shavings and straw. Bedding must be a minimum of four-inches (4") in thickness in all stalls.
- All stalls and walkways must be kept clean and free from hazards.
- Removal and disposal of dead animals, as well as disinfecting of area, is the responsibility of the Renter, who may pass the cost on to the animal owner. Notification and cause of death shall be supplied to the City as soon as possible. A licensed veterinarian must be obtained at Renter's expense to determine if death was infectious in nature and if notification to State authorities is required.
- No unauthorized RV's, trailers, vehicles, motorcycles, mopeds, bicycles, skateboards, roller-skates, scooters, etc., will be permitted at any time in the hams, any other building, or in the arena area.
- Livestock/animals shall not be left unattended at any time.
- Clean out of vehicles/livestock trailers onto City property is prohibited.
- Hypodermic needles, medical supplies and veterinarian/health supplies must be disposed of in a safe manner, per State/Federal regulations.
- All animals must be leashed/penned/tied and under control of the owner at all times.
- Walkways must be kept open without obstructions at all times.
- Non-exhibit trailers and vehicles must be parked a minimum of twenty (20) feet away from all buildings, and may not be parked on any roadway or street.

MISSOURI AMUSEMENT RIDE SAFETY ACT

Any carnival or other body operating amusement rides, as defined by State Statute, must comply with the Missouri Amusement Ride Safety Act, and any subsequent amendments. A copy of the State Operating Permit, or a letter/fax from the Missouri Division of Fire Safety, must be submitted to the City a minimum of fifteen (15) days prior to carnival set-up. The City reserves the right to inspect any ride at any time while on its premises, including inspection of the ride permit issued by State agencies.

OTHER REGULATIONS

Flammable/combustible substances (including black powder), heating devices (such as propane tanks) and other high pressure/volatile materials are not permitted unless approved by the Fire Marshal or his/her designated representative. Fuel stoves (wood, com, etc.) may be used for display purposes only. Fireworks are prohibited unless licensed by the City of Marshfield.

CORRESPONDENCE AND CONTACT INFORMATION

All correspondence, including payment of fees and submission of required forms/documentation, shall be submitted to: City of Marshfield, Attn. Parks and Recreation Manager, 798 S. Marshall, Marshfield, MO 65706. Formal requests, insurance documentation, and other items may be e-mailed to parks@marshfieldmo.gov or faxed to (417) 468-5267 (please include fax cover sheet). Original copies of these forms, as deemed necessary by City personnel, may be required.

More information, clarifications or questions about this policy should be directed to Parks and Recreation Manager, (417) 859-7660.

Any variances not authorized to be granted by City Staff must be presented by the Renter to the Marshfield Board of Aldermen for approval a minimum of thirty (30) days prior to event date.