

RESOLUTION NO. 2022-34

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO ESTABLISH AN EVENTS POLICY

WHEREAS, the Mayor and City Council wish to establish an Events Policy to implement standards and guidelines for the events held at Riverbluff Park; and

WHEREAS, the policy shall effectively help eliminate loss of property and damage and assist with the costs if damage occurs.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the Events Policy, attached hereto, is hereby amended, and approved and shall become effective immediately following passage of this resolution.

We, the undersigned City Council members, meeting in Regular Session on this 12th day of July 2022 move the adoption of the above Resolution.

Councilmember [Signature] moved to adopt the Resolution.

Councilmember [Signature] seconded the motion.

Voting in Favor 7 Voting Against 0

Attest:

[Signature]
Mayor JT Smith

[Signature]
City Recorder Alicia Martin, CMFO



Town of Ashland City

Parks & Recreation

Reservation & Rental Rates, Policies and Forms

Date Requested for Facility

Reservation/Rental _____

Applicant Name _____

Organization Name _____

Street Address _____

City, State, Zip _____

Phone (primary) _____

Phone (secondary) _____

Over 18 years old? (Proof required) Select Yes _____ ID Provided _____

City Resident? (Proof required) Select Yes _____ Select No _____

Riverbluff Park Event Date: _____

What area do you want? Section A (Stage Area)

Section B (Lacrosse Pavilion Area)

Start Time: _____

End Time: _____

# Of hours	Rental Fee	AC Property Owner or resident	Deposit
Half Day for one half of the park (up to 6 hours)	\$300.00	\$250.00	\$100.00
Full Day for one half of the park (up to 12 hours)	\$600.00	\$500.00	\$250.00
Entire Park	\$1,500.00	\$1,400.00	\$500.00

Total Costs

Deposit Amount Paid: _____

Facility Res./Rental Paid: _____

Total Amount Paid: _____

Deposit fee shall be returned within 30 days upon completion of the event if there is no damage.

I, the applicant, agree to personally inspect the facility, parking lot and grounds to make certain that it is in a good and clean condition before and after use. I have read the rules and regulations and agree that I and my guests or invitees will comply with the same and with all rules of the park. I understand that all conditions must be met and that violations of the rules or the agreement may result in the forfeiture of part or all the Security & Damage Deposit. It is expressly understood and agreed that any person coming in or upon the premises shall be the guest of the applicant. The applicant has inspected the premises, finding the facility in a good and safe condition. The reservation/rental use by the applicant, after completion of the application, and payment of the rental sum and deposit, shall act as a release to the Town of Ashland City Tennessee, as to all risk of damage, loss of personal property, or injury that might occur in or upon the premises during the term of the reservation/rental period. The applicant and all persons utilizing the facility as a guest or invitee of the applicant specifically releases and agrees to indemnify and hold the Town of Ashland City harmless by reason of any defect in or as to the condition of the premises upon when the rental event is held. **I understand that if I am having an event, I am required to purchase Event Liability Insurance.** This does not apply to noncommercial events, (i.e., birthday parties, family reunions, etc.). It is the sole discretion of the Parks Director what constitutes non-commercial. However, any non-commercial event that uses inflatables shall provide event liability insurance. A copy of the event insurance will be provided to the Town. I further state that all information given on this entire application is true and accurate.

Applicant Signature

Date

Town of Ashland City

Parks & Recreation

Riverbluff Park Rental Policy

Rental Area and Parking: Rental fees and deposits cover only the designated area rented; plus, on-site parking limited to the availability of spaces within Riverbluff Park. (i.e., rental of the park does not entitle the renters to additional, exclusive use of the pavilions, soccer fields, etc.) Parking is available at Riverbluff Park on a first come, first serve basis during regular hours. For after park hours use, renters are responsible for regulating traffic and parking within the parking lots and accessibility to ensure exclusive parking for their guests. No parking on the soccer fields. Roads must remain accessible for emergency vehicles to include the boat ramp

Rental Events: The rental use of the park is for events, not on-going business or regularly events.

Rental Period: The rental period begins at the time designated on the Reservation Form but not before that time. If time is needed to setup, extra time should be rented to accommodate setup or clean up. The rental period ends at the designated time on the Reservation Form. Extra time used that has not been paid for in advance will be deducted from the deposit.

Payment: The rental payment for any part of the park must be paid at the time the reservation is made. No reservation will be accepted without full payment of deposits and rental fees. No partial payments will be accepted.

501c3 Organizations: A 501c3 organization registered as located within Cheatham County may rent part of or all the park once a year at a 50% discount on regular park rental fees for a charitable fundraising event. (This does not include presentation dinners, socials, etc.) No other discounts apply. Deposits remain at 100%. Proof of current 501c3 status will be required at the time the reservation is made. All other requirements and rental policies apply. Proof of insurance for the event must be provided. **Town staff will not be provided for set up or cleanup work, this must be done by the organization/person responsible for the rental.**

LOCAL SPORTS ORGANIZATIONS: Cheatham County organized sports are not required to pay a rental fee for the use of the park.

Decorations & Clean-up: Absolutely no nails, tacks, or putty are to be used inside or on the outside of any park pavilion, the stage or other park facility. Nails are not to be used on trees, tables or fences. Decorations that attach by strings or another method of tying may be used if it does not damage the facility in any manner. Any confetti, glitter, rice, birdseed or similar type material must be completely removed from the park as part of the cleanup process. Any

bubbles that might be used must be used over grass and not on any concrete surfaces. Please do not release any helium balloons into the air, as they can have a negative impact on the wildlife. Any decorations used must be completely removed at the end of the event. At the end of the rental use, we ask that you bag and remove all trash from the premises. Failure to comply may result in the forfeiture of the deposit.

Security Policy: The Town reserves the right to require one or more Ashland City police officers or other emergency personnel be present at all events that occur within the city limits. Please budget for this request at a rate of \$50.00 per hour at a minimum of (2) hours.

Cancellation of Reservation: Events cancelled at least 7 days before the event will receive a refund of the rental fees, but not the reservation/deposit fee. Events cancelled less than 7 days before the event will forfeit all fees paid. Events cancelled at least 30 days before the event will receive a full refund of the rental fees and the reservation/deposit fee.

Rain Policy: In the event of enough rain or other inclement weather to cancel the scheduled event, another date may be scheduled at no additional charge. There is no refund of the rental fee for rain outs. It is in the sole discretion of the staff with Ashland City to determine what is considered inclement weather to reschedule the event at no additional charge.

Insurance Information: To hold an event at Riverbluff Park, you are required to purchase event liability insurance. This will cover you in the event someone is injured and chooses to seek financial restitution through a costly lawsuit. It will also protect the Town of Ashland City from any liability during your event. This type of insurance is affordable and fairly easy to obtain.

There are several ways to obtain the insurance:

1. Your homeowner's insurance company may issue event policies.
2. Online through providers of Tenant User Liability Insurance Police (TULIP). This a low-cost insurance that protects the renter as well as the Town from claims arising from injuries by a third party.
3. You may solicit local area insurance agents to see if they issue event policies.

In addition:

You will need a policy that has a minimum value of \$1,000,000.00 (one million dollars). The Town of Ashland City, Tennessee must be listed as secondary insured on the policy. The policy must be presented to the Town of Ashland City (City Hall) at least 7 days prior to the event. Failure to meet this deadline will result in the cancellation of the reservation and forfeiture of all deposits and rental fees paid.

Alcohol Use: No alcohol is allowed in the park unless as designated below.

Permitted Alcohol Use: Alcohol use is only permitted for special events authorized by the City Council. Alcohol use is only permitted at River Bluff Park.

All applicable state and local laws pertaining to alcohol sales and consumption of alcohol apply. The Town of Ashland City is not responsible for any consequences of violations of these laws.

Alcohol may only be consumed in a designated area that shall be separated by temporary fencing or boundaries. It shall not be served or consumed in any other area of the park. Violation constitutes a violation of the Open Container laws and is subject to all routine penalties.

The renter is fully responsible for policing the use of alcohol during the event. The Town reserves the right to have staff present or to inspect/police the use of alcohol at the event.

Beer consumption: The renter must acquire a special event beer permit from the Town's Beer Board to Sell beer during the event. This shall comply with all regulations as set out in the special event permit. No permit is required if beer is not being sold.

Wine, alcohol and mixed drinks: No permit is required unless the alcohol is being sold. For all sales, all permitting requirements required by the State of Tennessee, Alcohol Beverage Commission must be met. A state issued catering license or appropriate licensing from the Alcohol Beverage Commission must be presented to the Town prior to the event.

The Town reserves the right to require the renter to provide professional security or the hiring of Town officers, depending on the size of the event and the conditions under which alcohol is being served. This shall be reviewed on a case-by-case basis for any event exceeding 100 people and is at the discretion of the Town.

All open containers of alcohol must be consumed on premises and is prohibited from the removal from the premises.

Under no circumstances may a minor be served any alcohol. Any violation may result in applicable legal penalties and the forfeiture of all deposits to the Town for the use of the facility.

The Town reserves the right to approve or disapprove the consummation of alcohol on City property based upon the size of the event, history with the applicant, or any other information that the Town thinks is relevant.

Park Rules

For your safety and protection, The Town of Ashland City has established the following rules and regulations for park use:

- Park hours are 5:30 am – 11 pm, seven days a week
- Park curfew for the park is 11:00 pm-5:30
- Glass bottles and containers are prohibited
- No unreasonably loud or raucous noise
- Pets must be on a leash, and all feces collected and disposed of properly by handler
- No pets allowed on athletic fields
- Golfing or (practice) driving of golf balls in the parks is prohibited
- Motorized vehicles are allowed in designated areas on pavement only
- No campfires allowed without prior approval
- No dunking booths, hot air balloons, pony rides, or horses/livestock allowed in City parks
- It is unlawful to cut or destroy vegetation
- All wildlife in City Parks is protected
- No overnight parking
- It is unlawful to litter in City Parks
- Advertising in City Parks is prohibited
- No off-road vehicles are allowed in City Parks
- Please obey all “Fields Closed” signs
- No fireworks allowed.

Vandalism: The Parks and Recreation Department inspects properties on a regular basis. Should you notice broken equipment, unsafe conditions or vandalism, report it to the Parks and Recreation office at 615-792-7553 ext. 5727. All non-emergency calls should be through the County Dispatch Office at 615-792-2098.

Portable Toilets: Additional toilets may be required based on how many attendees do you expect, how long will the event last, will there be alcohol, what is the level of physical activity involved and what is the weather going to be like. Ask for assistance if you are wondering how many will be required.

There is no variance from this policy. Please do not put the Town’s employees in an awkward position by requesting an exception to this policy!

the Town of Ashland City harmless by reason of any defect in or as to the condition of premises upon when the rental event is held.

Applicant Signature

Date

Town of Ashland City
Parks & Recreation
Pavilion Rental Regulations

Pavilions are available on a first come first serve basis, if not reserved. Applications for renting a pavilion are available at Public Works or on the Town of Ashland City's website. Rental fees must be paid at Public Works, 233 Tennessee Waltz Parkway, Suite 103, Ashland City, TN or by calling 615-792-4211 ext. 5232 (fee involved). Fees will be returned if the reservation is cancelled by the renter with a 7- day notice. Rental fees will be refunded if cancelled due to severe weather-related conditions, otherwise, there will be no refunds for rainouts. Rental requests can be made by calling 615-792-7553 ext. 5721 to check availability.

Pavilion Fees:

# Of hours (Min. 4)	Day	Rental Fee	AC Property Owner or resident	Deposit
	Monday-Friday	\$12.50 per hour	\$10.00 per hour	\$50.00
	Saturday-Sunday	\$15.00 per hour	\$12.50 per hour	\$100.00

Rental times are from 9 am to 1 pm, 2 pm to 6 pm and 6 pm to 10 pm.

Pavilions:

911 Memorial Playground Pavilion: seats 24, restrooms.

Riverbluff Park Pavilion: seats 72, water, electric and restrooms.

Christopher LaCrosse Pavilion: seats 72, water, electric and restrooms.

**Town of Ashland City
Parks & Recreation
Facility Agreement for Athletic Fields**

Applicant/Group Representative: _____
 Group/Organization: _____
 Address: _____
 City, State, Zip: _____
 Phone number: _____
 Additional phone number: _____
 Field requested (Location and which field): _____
 Pitching Distance: _____ Feet Base Distance: _____ Feet

Dates/Days: _____ (Please attach schedule)

Weeks Used: _____
 Hours requested: _____
 Number of Attendees expected: _____

**Ashland City Elementary Ballfields (Softball)
J.W. Johns Jr. Park (Baseball)**

Event Date: _____
Start Time: _____
End Time: _____

# Of hours (Min. 2)	Facility	Reservation Fee	Subtotal
	Ballfield	\$10.00 per hour	_____
	Lighting	\$15.00 per reservation	_____

Total amount Paid: _____

The applicant agrees that if said premises, or the buildings, equipment or furnishings thereon, are damaged during the terms of this agreement, by the act, default or negligence of the signed, or its officers, agents, employees, guests, patrons or any person or person admitted to said facility by the signed, the signed shall pay to the Town of Ashland City upon demand such sum as shall

be necessary to restore said facility to the condition that it was in at the commencement of this agreement and to replace and to repair any equipment or furnishings so damaged.

Athletic Field Use Rules

- A. Please leave the park clean – dispose of all waste in designated receptacles.
- B. Reservation is for the designated athletic field only. It does not include any concession stands or bathroom facilities. All other park attractions and facilities are open to the public.
- C. In the event the organization is an athletic league, the organization shall provide Ashland City Parks and Recreation with a complete schedule of all games and practices to be played at the Parks and Recreation facilities, and proof of liability insurance naming Town of Ashland City in the amount of \$1,000,000.
- D. In the event a Town of Ashland City Parks and Recreation program or function conflicts with an organization's use of the athletic field identified in this agreement, the Parks and Recreation's program or function shall have the priority and the conflict will be resolved by the organization's rescheduling its use of the athletic field.
- E. Ashland City Parks and Recreation shall have the absolute right and discretion to cancel this agreement and any permission granted to the organization to use the park facilities in the event the organization fails to fully satisfy the rules set forth in this agreement, provided Parks and Recreation has given written notification to the organization of the specific rule infraction(s) and a reasonable time to correct any infraction(s) prior to cancellation.
- F. Organizations making the reservation shall be responsible for the supervision of parking and the supervision and control of spectators.
- G. Organizations and spectators shall follow all Park Use Rules.
- H. No tournaments will be scheduled until approval is given by the Ashland City Parks and Recreation Department Director.

Park Rules

For your safety and protection, The Town of Ashland City has established the following rules and regulations for park use:

- Park hours are 5:30 am – 11 pm, seven days a week
- Park curfew for community neighborhood parks is 11:00 pm-5:30 am
- No alcoholic beverages
- Gun carry by permit only
- Glass bottles and containers are prohibited
- No unreasonably loud or raucous noise
- Pets must be on a leash, and all feces collected and disposed of properly by handler
- No pets allowed on athletic fields or play areas

- Golfing or (practice) driving of golf balls in the parks is prohibited
- An event permit is required for organized activities
- Motorized vehicles are allowed in designated areas on pavement only
- No use of charcoal grills allowed
- No campfires allowed without prior approval
- No dunking booths, hot air balloons, pony rides, or horses/livestock allowed in City parks
- It is unlawful to cut or destroy vegetation
- All wildlife in City Parks is protected
- No overnight parking
- It is unlawful to litter in City Parks
- Advertising in City Parks is prohibited
- No off-road vehicles are allowed in City Parks
- Please obey all "Fields Closed" signs
- No fireworks allowed.

Vandalism

The Parks and Recreation Department inspects properties on a regular basis. Should you notice broken equipment, unsafe conditions or vandalism, report it to the Parks and Recreation office at 615-792-7553 ext. 5727. All non-emergency calls should be through the County Dispatch Office at 615-792-2098.

Liability Insurance Requirements

- A. In the event the organization is an athletic league, a certificate of insurance indication comprehensive general liability coverage of not less than \$1,000,000.00 and naming the Town of Ashland City, Tennessee is required. Certificates must be delivered to the Parks and Recreation Director or his/her designee prior to issuance of any permit under this Policy.
- B. The liability of Ashland City Parks and Recreation for failure to honor an issued permit for use of the athletic fields in any park because of 1) an act of God; 2) condition of the facilities; 3) or other condition beyond the reasonable control of Ashland City Parks and Recreation, shall be limited to:
 1. Providing a mutually satisfactory alternate date and/or time for the event or activity scheduled under the permit.
 2. Refund of any monies received by the Town of Ashland City from the applicant/permit holder because of a specific permit.
- C. Liability Waiver: Participants on teams must sign a hold harmless liability waiver indemnifying the Town of Ashland City, Tennessee from all claims resulting from injuries, damages or losses sustained or associated with the use/program.

D. The applicant, group, and/or league utilizing the equipment or facility under the terms of this agreement, agrees to indemnify and hold harmless and defend the Town of Ashland City, Tennessee, its officers, agents, and employees from any and all claims resulting from injuries, including death, damages, and losses including, but not limited to the general public, which may arise or may be alleged to have arisen out of or in connection with the applicant, group or leagues' use of the equipment or facility.

Signature of Applicant _____ Print Name _____
Date _____
Signature of Parks and Recreation Employee _____
Print Name _____ Date _____