

RETURN TO:
City of Plaquemine – Mayor’s Office
 23640 Railroad Ave., Third Floor
 P. O. Box 675, Plaquemine, LA 70765-0675
 (225) 687-3116 -- (225) 685-1194 (Fax)
 Website www.plaquemine.org

MARK A. “TONY” GULOTTA
BAYOU PLAQUEMINE WATERFRONT PARK
 57845 Foundry Street, Plaquemine, LA 70764-2403
SPECIAL EVENT LEASE CONTRACT

INCODE CUST# _____



(Reservations are based on first-come; first served)

APPLICATION DATE: _____

Applicant/Event Coordinator NAME _____ MAILING ADDRESS _____

(check if same as Mailing Add.) _____ PHYSICAL ADDRESS _____

TELEPHONE (HOME) # _____ CELL # _____ FAX # _____ E-MAIL ADDRESS _____

Business/Organization NAME _____ MAILING ADDRESS _____

(check if same as Mailing Add.) _____ PHYSICAL ADDRESS _____

(check if Phone Numbers are the same)

TELEPHONE (HOME) # _____ CELL # _____ FAX # _____ E-MAIL ADDRESS _____

Name and contact number(s) of alternate primary event contact person besides Applicant or Event Coordinator

EVENT INFORMATION

Please Note: Site is a designated Election Voting Precinct. Every effort is made to obtain voting dates for upcoming years, when available. City CANNOT guarantee that a voting date may be added or changed which would affect large events such as weddings, family gathering or community events. Rental fee and deposits may be refunded in the event the City cannot accommodate your event on another date. _____ (Initials)

Event Type: (check all that apply)

Fair / Carnival Rides	Parade	Wedding	Event Date(s)
Family Gathering / Reunion		Fireworks	Anticipated Number of Vendors
Private Business / Non-profit event or meeting		Fishing Event	Anticipated Attendance
Other: _____			

Set-Up Time Begins (No charge) _____ **Time Event Begins** _____ **Time Event Ends** _____

Describe in detail activities planned. List all items to be distributed and/or set up in the park (Separate sheet can be attached with details or attach flyer). Please include any special conditions or requests needed for your event. May attach separate sheet. **The City does not supply tables and chairs.**

Certain special events may require insurance. A copy of your organization's certificate of liability may be required

Is this event open to the public? Yes No During event, food will be: Sold: Yes No Available: Yes No

Do you plan to have amplified sound at your event? Yes No Live music DJ Other _____

Will alcohol be served? Yes No Sold: Yes No (If yes, will require City Police Special Event Permit)

What area are you requesting to use for your event? (Check all that may apply)

_____ Main Pavilion _____ Meeting Room/Kitchen _____ Wooden Boardwalk _____ Small White Pavilion _____ Entire park

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Is electricity required for the event? Yes No

- o **Grounds:** Generator is allowed outside the Main Pavilion and Meeting Room – no-hard wiring in, no service over 20 amps is provided
- o **Main Pavilion and Meeting Room:** Three 110V 20A receptacles on non-dedicated circuits; 22 -110V 20A receptacles on dedicated circuits; Four 30A receptacles on dedicated circuits. Meeting Room has kitchen equipped for warming purposes.
- o **Note to Electrical Users:** Must use a minimum #12 gauge electrical cord, UL Approved for outdoor use for heating and cooking.
- o **Power locations are limited on the Park grounds. Potable Water is NOT supplied by Park.**
- o Main Pavilion maximum capacity is 1,345 persons. - Meeting Room: maximum capacity is 50 persons.

Large Events may require a City Police Special Event Permit. Other permits may include State and City alcohol permit, City Occupational license; State Marine permit (if fishing or boating activity is included).

FEES SCHEDULE:

NO FEE CHARGED FOR PARK GROUNDS USE NOR THIS SPECIAL EVENT LEASE CONTRACT APPLICATION

1. **Refundable damage deposit of One Hundred Dollars (\$100.00)** is required and cannot be waived. (Main Pavilion is \$100; Meeting Room \$100) **(Refundable ONLY if there are no damages and/or event has been cancelled timely)**
2. **Non-refundable cleaning fee of One Hundred Dollars (\$100.00)**
 - Non-refundable clean-up fee is included in the rental fee for those permit applicants paying the full rental fee payment.
 - Non-refundable clean-up fee is required by non-profit, not-for-profit, charitable, civic and religious organizations, business leagues, and governmental agencies and departments that may have waived rental fee.
3. **Main Pavilion building: \$300.00 rental fee (per day)** includes cleaning fee; does not include refundable damage deposit.
4. **Main Pavilion with Meeting Room: \$400.00 rental fee (per day)** includes cleaning fee; does not include refundable damage deposit.
5. **Meeting Room only: \$150.00 rental fee (per day)** includes cleaning fee; does not include refundable damage deposit. **(Meeting Room Not Available for private individual events.)**
6. In the discretion of the Mayor, the Main Pavilion Building and/or Meeting Room rental fee may be waived for non-profit, not-for-profit, charitable, civic and religious organizations, business leagues, and governmental agencies and departments.

AGREEMENT

The undersigned, desiring to lease the Mark A. "Tony" Gulotta Bayou Plaquemine Waterfront Park or a portion thereof, does hereby agree with the City of Plaquemine, its officers, agents and employees (collectively, the "City") as follows:

FEES:

1. **A refundable damage deposit of One Hundred Dollars (\$100.00) is required to be paid to book the event.** (Main Pavilion \$100; Meeting Room \$100)
2. **Non-refundable clean-up fee is included in the rental fee for those permit applicants paying the full rental fee payment.**
3. **Non-refundable clean-up fee of One Hundred Dollars (\$100.00) is required by non-profit, not-for-profit, charitable, civic and religious organizations, business leagues, and governmental agencies and departments that have a waived rental fee.**
4. **Rental fee must be paid THIRTY (30) BUSINESS DAYS prior to the event date. Any rental balance not paid by this time will result in contract cancellation and forfeiture of all rent and/or deposit(s) made. No exceptions allowed. Initials: _____**
5. **Any and all deposits/rental fees for an event being booked LESS THAN THIRTY (30) DAYS prior to the event date MUST BE PAID with either cash, money order or cashier's check. No exceptions allowed. Initials: _____**
6. **Cancellation and/or event date change must be requested in writing to The City at least thirty (30) business days prior to the scheduled event. All rentals and deposits will be forfeited if cancelled later than this time. An additional Fifty Dollars (\$50.00) rescheduling fee will be charged within thirty (30) business days of the original event date. Initials: _____**
7. **Rental is automatically cancelled and a Fifty Dollars (\$50.00) rescheduling fee will be assessed for non-sufficient funds (NSF) check. All future payments must be paid with cash, cashier's check, or money order. Initials: _____**
8. In the event that an emergency situation is declared by the Emergency Preparedness Director, the City reserves the right to cancel any scheduled event. The City agrees to remit all deposits to Event Coordinator, if requested, or further agrees to reschedule Event Coordinator's event at the earliest available time. Applicant/Event Coordinator agrees to hold the City harmless against any loss or inconvenience due to a cancellation.

SECURITY:

The Applicant/Event Coordinator is fully responsible for providing payment of guardians, law enforcement officers or chaperons during the scheduled event. Applicant/Event Coordinator shall assume expenses for sufficient security force, stage hands and other personnel to be on hand, at all times, to maintain order protecting all persons and property. A City of Plaquemine Police Department Special Event Permit must be furnished at least THIRTY (30) DAYS prior to the scheduled event. The City shall approve the security type and sufficiency required.

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CROWD CONTROL:

Applicant/Event Coordinator shall not admit a larger number of persons than the seating or other capacity of the premises will accommodate, or can safely or freely move about in the lease premises, in accordance with the State of Louisiana fire laws. **Event Activity concludes at Midnight (12:00 Midnight).**

ADDITIONAL TERMS:

The Applicant/Event Coordinator agrees to lease the above stated property for the time and purpose herein specified, and upon the following terms and conditions, to-wit:

LEASE PURPOSE:

- a. The Main Pavilion and/or Meeting Room property and Park facilities shall be used for the purpose stated above and for no other purpose unless prior written notice is provided to the City.
- b. Shall not assign this Special Event Lease Contract nor allow any use of the park site other than herein specified or sublet said premises without the express written consent of the City Park Management.
- c. Any employees/assistants and/or event service providers that the Applicant/Event Coordinator may require for its purposes, whether stage hands or otherwise, shall be employed by Applicant/Event Coordinator.
- d. Applicant/Event Coordinator assumes responsibility for the meeting, program or event for which the park site is being leased. The City, its directors or officers are not to be, and shall not be, considered in any way affiliated with Applicant/Event Coordinator as a co-partner, unless otherwise agreed in advance of event.
- e. Assumes full responsibility for the character, action and conduct of all persons admitted to said leased premises by Applicant/Event Coordinator's consent and/or employees or any person acting for or on behalf of the said Applicant/Event Coordinator.
- f. Abide by the Park Vendor Booth Rules, where the general public, at large, is invited to attend.
- g. Abide by the Event Coordinator or Wedding Coordinator Rules (as applicable).

INSURANCE: For events where the general public, at large, is invited to attend, public liability insurance in the principal amount of One Million and No/100 (\$1,000,000.00) Dollars may be required naming the City as an additional insured. The City shall receive evidence of the public liability insurance and accompanying endorsements thirty (30) days in advance of the event. *(Not applicable for weddings, family functions, reunions, private parties or government sponsored events)*

DAMAGES:

1. Responsible for damage and/or repair costs incurred to the site during the rental period, including fixtures, furniture and furnishings, whether such acts were caused by the employees, agents, service providers, invited patrons or guests. The City shall determine whether any such damage has been done and the amount, and the reasonable cost of repairs and/or replacement and whether the Applicant/Event Coordinator is to be held responsible. The City's decision shall be final.
2. APPEAL: Applicant/Event Coordinator can appeal the decision within three business (3) days after the City's decision is rendered. The Applicant/Event Coordinator may appeal by giving written notice to the City within three business (3) days of the City's final decision. In the event of appeal, Applicant/Event Coordinator shall fully state the particulars and grounds upon which it considers the decision incorrect and no further objection thereto other than the objections so stated will be considered by the City. The decision of the City Mayor and Board of Selectmen shall be final.
3. During the rental period, if any permanent structure or portion thereof moved or removed by Applicant/Event Coordinator, then such replacement costs to replace the permanent structure back into the same condition shall be the Applicant/Event Coordinator's responsibility. Such removal replacement shall be accomplished only after express written consent of the City is obtained.
4. Assume full responsibility for the conditions of leased premises and agrees to indemnify the City against liability to third persons resulting from damages or injury thereto. Applicant/Event Coordinator further agrees to indemnify and hold the City harmless, against any loss or liability for, on account of any injury (including costs, attorney fees and expenses incidental thereto) arising from Applicant/Event Coordinator's occupancy of the lease premises.

EVENT CLEAN UP:

- a) Agrees that no additional time shall be taken for the premises occupancy or for the installation or removal of any equipment without direct permission of the City. The Applicant/Event Coordinator agrees that all equipment, baggage or paraphernalia which it may place on said premises shall be removed and taken out and off the premises before the time specified at the end of this Contract. If the Event Coordinator fails to do so, the City may remove said property from the premises and the removal expenses shall be paid by the Applicant/Event Coordinator.
- b) The City shall have the sole right to collect and save any articles left on the leased premises by persons attending any performances, exhibition, or entertainment given or held on the premises. Applicant/Event Coordinator further agrees to indemnify and hold the City harmless against any loss or liability for or on account of said articles left on the premises.
- c) Applicant/Event Coordinator is responsible for providing a clean-up of the grounds and facility and for ensuring that same is restored to the condition which they were found. Booth vendors are requested to keep their booth space clean and litter free at all times.

The City will furnish electricity and lights according to present facilities.

Within the Waterfront Park's Main Pavilion and Meeting Room and wooden boardwalk area, without express written consent of the City, the following is not permitted:

- a) Gasoline, oil or electrical equipment not permitted.
- b) Engine or motor or machinery shall be not be operated
- c) Bottled gas or combustible or potentially explosive substance shall not be brought onto the leased premises
- d) Main Pavilion and Meeting Room is a smoke free facility
- e) Cooking such bar-b-que, seafood boiling and frying allowed only in designated cooking areas
- f) Littering.

Any matter not herein expressly provided for shall be determined solely within the City's discretion.

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By signing this lease contract, the event coordinator acknowledges that event coordinator has read and understands all of the terms and conditions of this lease contract, the attached special event rules & regulations and Mark A. "Tony" Gulotta Bayou Plaquemine Waterfront Park rules and regulations (pursuant to the provisions of Plaquemine Code of Ordinances sections 14-29) and will abide thereby. **Do not sign this lease contract until you have read each paragraph and initialed each page of the lease contract.**

WAIVER OF LIABILITY

Applicant/Event Coordinator agrees to hold the City of Plaquemine, its officers, agents and employees (collectively, the "City") harmless for any cost and expenses of any type or kind, attorney fees, liability, damages, personal or property, causes of actions, judgments, settlements incurred, suffered or otherwise that is a result of or in any manner connected, directly or indirectly with the use, maintenance, and/or operations of the demised premises for the Special Event, and from any personal injury or any type of damage whatsoever to persons and/or property occurring on or about the demised premises for the Special Event through the fault, negligence, omission and/or commission of coordinator, coordinator's agents, and/or assigns or otherwise.

Applicant/Event Coordinator hereby acknowledges that a copy of the Mark A. "Tony" Gulotta Bayou Plaquemine Waterfront Park Rules and Regulations have been received and further agree to the terms and conditions for the rental use of the Park and to abide by all Federal, State and City of Plaquemine Regulations. Applicant/Event Coordinator is further obligated to obtain any required permits or licenses by Federal, State, Parish and City of Plaquemine.

This Lease Contract is valid only for the undersigned, specifically at the Mark A. "Tony" Gulotta Bayou Waterfront Park and on the date(s) set forth in this Special Event Lease Contract. The City of Plaquemine reserves the right to refuse any booth vendor application or special event lease contract. The Event Coordinator, Applicant and/or City Park Management reserve the right to deny the sale of any items, within in his/her discretion that is deemed obscene, offensive, repugnant, inflammatory, and/or is not compatible with the theme of the event. City Park Management does not control the weather and will not be obligated to refund any permit fees paid that is affected by weather. Special Event Coordinator(s) acknowledges that the Main Pavilion and Meeting Room are to remain smoke-free areas; no cooking is permitted inside the Main Pavilion facility; and the site to remain litter free.

If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Signature of Applicant

Signature of Applicant

For Office Use Only Last 10/2015

Date and Time Rec'd _____/_____/20_____ Initials_____ INCODE Customer # _____

Rental Fee Received	<input type="checkbox"/>	yes	<input type="checkbox"/>	no	Check # _____	<input type="checkbox"/>	yes	<input type="checkbox"/>	no
Fees Waived	<input type="checkbox"/>	yes	<input type="checkbox"/>	no	Cash	<input type="checkbox"/>	yes	<input type="checkbox"/>	no
Damage Fee \$100 or \$200 Received	<input type="checkbox"/>	yes	<input type="checkbox"/>	no	MO/Cashier's Check # _____	<input type="checkbox"/>	yes	<input type="checkbox"/>	no
Non-refundable \$100 clean-up fee Received	<input type="checkbox"/>	Yes	<input type="checkbox"/>	no					
Insurance required	<input type="checkbox"/>	yes	<input type="checkbox"/>	no	Insurance certificate received	<input type="checkbox"/>	yes	<input type="checkbox"/>	no
Park Rules /Ordinance given	<input type="checkbox"/>	yes	<input type="checkbox"/>	no	Food Rules brochure given:	<input type="checkbox"/>	yes	<input type="checkbox"/>	no
Posted on Park Calendars	<input type="checkbox"/>	yes	<input type="checkbox"/>	no	INCODE Processing	<input type="checkbox"/>	yes	<input type="checkbox"/>	no
Special Event Permit Required	<input type="checkbox"/>	yes	<input type="checkbox"/>	no	City Police Permit sent	<input type="checkbox"/>	Date _____		

Scheduled Walk-thru date: _____/_____/20_____ **Time:** _____

Thirty (30) days prior to event all fees to be paid: Due date _____/_____/20_____

Damage Fee: _____ **Forfeit Due to Damages** (See explanation below) _____ **Requested Credit Memo**

Date Event Cancelled: _____ (Forfeit damage deposit)

REMARKS: _____

