

RECREATION & PARKS COMMISSION FOR THE PARISH OF EAST BATON ROUGE  
SPECIAL EVENT PERMIT POLICY

This policy is designed to provide effective coordination of the hundreds of special event requests each year while allowing for the protection of public park property and safe and equitable access for all park users. Events will be determined to meet Special Event classification when any of the following apply:

1. More than 75 people in attendance
2. Event is open to the public
3. Fundraiser
4. Non-Profit and For Profit event

Special Event Permits are subject to availability of the site(s) as deemed necessary by BREC and will be considered on a case-by-case basis, taking into account the date, time of day, impact on neighboring residences, integrity of park property and previously scheduled events or activities.

Guidelines:

1. All events require the issuance of a Special Event Permit prior to event date. Click Special Event Permit to obtain a request for an event permit.
  
2. Applicants of Level A and Level B as defined below must submit their request for Special Event Permit at least 30 days in advance of the event date. Applicants of Level C as defined below must submit their request for Special Event Permit at least 45 days in advance of the event date. A written detailed description of the proposed event must be submitted for review by BREC prior to issuance of a Permit.

A \$10.00 Application fee must accompany request for Special Event.

Notification of approval or denial shall be made within 15 days of receipt of application. Dependent upon the contents and/or permits required for any event, a minimum of 45 days may be required.

**Classification**

**Level A:** Individual groups of less than 75 bringing equipment onto park property other than a grill and/or one 10' x 10' canopy MUST apply for a permit. Application fee of \$10 will apply.

**Level B:** Groups of 75 - 125; Birthday Party, Family Reunion, Class Reunion, Wedding, Reception, Repast/Funeral

**Level C:** Groups of 126 - 500; Family Reunion, Class Reunion, Walk/Run, Company/Church Picnic, Community/Neighborhood Event

**Level D:** Group of 500 +; events of this size shall be limited to the following locations: BREC's Airline Hwy Fairgrounds, Zachary Community Park or Highland Road Community Park (Grand Pavilion and Great Lawn) unless prior permission is granted to hold the event at a lower classification park. Please call (225)272-9200 for information on reserving BREC's Airline Hwy. Fairgrounds.

3. Fees:

Individual or Non-Profit Organization

<b>Classification</b>	<b>4 Hour Rental</b>	<b>Each Additional Hour</b>	<b>Damage Deposit</b>
Level A	Application fee of \$10 will apply		
Level B	\$35.00	\$15.00	\$250.00
Level C	\$75.00	\$25.00	\$500.00

For Profit or Commercial Organization

Level B	\$70.00	\$30.00	\$500.00
Level C	\$150.00	\$75.00	\$1000.00

Additional fees can apply for events open to the public with an admission charge.

## **MODIFICATIONS AND REFUNDS**

If you need to modify an existing reservation (change time, date, etc), it must be done at least seven (7) days prior to the scheduled use. Call 273-6409 to make any modifications.

Refunds will only be given with proper advanced notification or if the event is a total rain out. Proper notification will be considered a written notice to BREC received at least 7 days prior to the scheduled event. Rain outs will be considered a day of inclement weather which prohibits your usage of the pavilion. Once the pavilion is occupied, there are no refunds due to inclement weather and you will forfeit your rental fee. Written requests for refunds due to a rain-out must be received within 7 days of the pavilion reservation. A copy of the permit and the original receipt showing payment must also be provided in order for a refund to be processed.

Written refund requests may be mailed to BREC, ATTN: Recreation Department, 6201 Florida Blvd, Baton Rouge, LA 70806 or faxed to (225)273-6407, ATTN: Pavilion Rental Refunds will only be given to the original applicant listed on the pavilion permit. . Refunds for payments made by credit card will be reimbursed to the credit card. Issuance of refund checks for payments made by check or cash takes approximately 4-6 weeks.

### ***4. Equipment Package Fees:***

***\$10.00 per item brought on to the park to include pop up tents, barbeque pits, crawfish boilers and inflatables. No more than 6 items may be brought on to the park grounds unless approved by BREC Special facilities staff in advance.***

5. BREC reserves the right to determine the appropriate location of a special event based on the # of attendees, condition of park property, frequency of park use and activities conducted at the event. The appropriate location for the special event will include a specific park and a designated area within the park.

6. Park use does NOT include the use of any adjacent building. Many park facilities have a recreation center adjoining it that is scheduled through the recreation center staff. If you need access to an adjoining facility, you must contact the facility directly. Additional fees will apply.

7. An event that includes the use of property beyond BREC's park boundaries may require additional permits from the city. It is the applicant's responsibility to obtain the required permits from sources outside of BREC and provide a copy of the permit to BREC at least 3 days prior to the date of your event. An application for a special event that requires these additional permits must be submitted at least 45 days in advance of event date regardless of classification as described herein.

8. The applicant shall provide BREC with certificates of insurance evidencing insurance coverage of the following types and amounts as determined by BREC. On each policy, applicant will name BREC as an additional insured.

For Commercial Vendors and/or Individuals, Organizations, and Associations utilizing the services or products of Commercial Vendors:

#### **a. COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL")**

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage with policy limits not less than the following:

- \$1,000,000 each occurrence (combined single limit);
- \$1,000,000 for personal injury liability;

- \$5,000,000 aggregate for products-completed operations; and \$5,000,000 general aggregate. The general aggregate limits shall apply separately to Contractor's work under this Agreement.

b. BUSINESS AUTOMOBILE LIABILITY POLICY ("BAL")

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto." This policy shall include a minimum combined single limit of not less than One-million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. Contractor shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of BREC.

c. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY ("WC / EL") Contractors and its employees, agents, vendors and sub-contractors are not statutory employees of BREC. Rather, they are Independent Contractors, and shall have Independent Contractor status. The Contractor shall maintain a Workers' Compensation and Employers' Liability Insurance policy with insurers authorized to do business in the State of Louisiana to cover its own statutory employees. This policy shall include at least the following coverage's and policy limits:

- Workers' Compensation insurance as required by the laws of the State of Louisiana
- Employer's Liability Insurance Coverage B with coverage amount not less than one-million (\$1,000,000) dollars each accident / Bodily Injury (herein "BI"); one-million (\$1,000,000) dollars policy limit BI by disease; and, one-million (\$1,000,000) dollars each employee BI disease.

Prior to commencement of work under this Agreement, and annually thereafter for the term of this Agreement, Contractor, or each of Contractor's insurance brokers or companies, shall provide BREC a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverage's. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

Risk Management Division  
Recreation and Parks Commission (BREC)  
6201 Florida Boulevard  
Baton Rouge, LA 70806

d. INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless BREC, its Commissioners, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, including Contractor, and that arise out of or are made in connection with the acts or omissions, relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of BREC, its officers and employees.

9. If approved, BREC may present a list of requirements for the applicant and vendors that must be met prior to the event. This may include security and sanitation, EMS services, vendor license, reimbursement for BREC costs and fees, and property rental fees.

10. Non-Profit organizations must provide BREC with a copy of their 501(c)(3) status along with the Special Event Permit request.

11. Participants and sponsors of special events must comply with all Park Use Policies included with the Special Event Permit. Received Park Use Policy \_\_\_\_\_ (initial)

12. All information (i.e. signs, fliers, advertisements, publications, activities, etc.) regarding the special event are restricted to the approved BREC location and must be approved by BREC's Communications Department Director prior to publicizing.

13. If the applicant desires to have food/beverage vendors, promotional vendors, entertainment booths, etc. at the event, such vendors shall be identified and described in the detailed event description on the Special Event Permit. The sale of alcoholic beverages by any vendor is prohibited by City Parish Ordinance, Title 13: Section 13:1010. See item 9 above for required vendor insurance.

14. All requests for exceptions to the above policy must be submitted in writing to the Assistant Superintendent of Recreation for consideration. BREC reserves the right to refuse to permit use of a facility or park if in BREC's judgment the special event or the attendees may cause damage to the facility or if the nature of the proposed activities without regard to the viewpoint of the content, is not appropriate for a public park venue, by reason of the scope of the event, number of reasonably anticipated attendees, or mitigating factors.