

## SPECIAL EVENT GUIDELINES AND APPLICATION PACKET

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#### **DEFINITION OF A SPECIAL EVENT**

The City of Hanahan has outdoor facilities suitable for a variety of special events that contribute to the individual, social, economic and environmental health and well-being of the community. A special event is defined as an activity involving the use of, or having impact upon public property, public facilities, parks, sidewalks or public roadways in a manner that varies from its current land use. A special event may include but is not limited to races, carnivals, festivals, parades, company picnics, private fundraisers, camps and concerts.

The City of Hanahan will conduct a review process upon receipt of the application and will make a decision to approve the event based on the following criteria:

- Goals and objectives of the City of Hanahan Strategic Plan.
- Duplication of events
- Public impact on street access and closures
- Scheduling conflicts with other city activities
- Adequate support staffing and event staffing
- Applicant references

#### **FEES/DEPOSITS**

Facility	Fee Per Day	Deposit	
Amphitheater	\$2.000.00	\$300.00	Ticketed events will be \$2.00 per ticket or
(For profit event)	minimum		\$2,000.00, whichever is higher
Amphitheater	\$600.00		
Concessions			
Paid Parking			30% of paid parking fees plus \$30/hr. for attendants
Free Parking			\$30/hr. for attendants
Amphitheater Weddings	\$1,400.00	\$300.00	All day rental Staff member @\$30/hr.
Amphitheater Church Events or Family Reunions-Non-Profit	\$100/hr. Minimum 3 hours	\$100.00	Staff member @\$30/hr.
Senior Center Multi- Purpose Room	\$50/hr. Minimum 3 hours	\$100.00	Staff member @\$30/hr.
Mabeline Gym	\$1,500	\$300.00	Ticketed events will be \$2.00 per ticket or \$1,500.00 whichever is higher
Mabeline Gym (Not for profit event)	\$1,400.00	\$300.00	Staff member @\$30/hr.
Yeamans Hall Gym (for profit event)	\$1,000.00	\$300.00	Staff member @\$30/hr.
Yeamans Hall Gym (Not for profit event)	\$50/hr. Minimum 3 hours	\$300.00	Staff member @\$30/hr.
Athletic Fields	\$50/hr.	\$100.00	Staff member @\$30/hr.
Picnic Shelter	\$10/hr		
Supervisor	\$35/hr		Supervisors will be required at certain events
Grounds Crew/Parking	\$30/hr. each		
Police	\$40/hr. each		
EMS	\$40/hr. each		

### \*EACH RENTAL WILL REQUIRE A MINIMUM OF ONE CITY EMPLOYEE AT A RATE OF \$35.00 PER HOUR. ADDITIONAL MAINTENANCE CREW/CLEANING CREW WILL BE \$30.00 PER HOUR AS NEEDED.

• Security and Damage Deposits: A security/damage deposit is due at the time of reservation approval. This deposit may be retained by the City to pay for any damage caused to the park or facility or any costs incurred by the City due to the use of the facility by the applicant's party. A larger deposit may be required if the City reasonably determines that the risk of any damage to the City property form the event exceeds the minimum

deposit. The applicant agrees that he/it are fully responsible for any damage to City property that is not covered by the security/damage deposit.

- **Payment:** All payments for the event will be due at the at least 2 weeks prior to the event date. Cash, Checks, or Credit Cards are accepted.
- **Refund Policy:** The City of Hanahan may refund your facility rental fee if for any reason you are not able to fulfill your agreement. You must make your request for a refund in writing to the City Administrator at the City of Hanahan. Refunds will be distributed on a pro-rated basis as follows:

30 days out Full Refund

0-29 days out 50% refund

#### SPECIAL EVENT REQUIREMENTS

#### Application Information:

A special event application must be filled out completely. The application may be approved only after all requirements and deadlines specified in this packet are met. If the application is denied the applicant agrees that the City of Hanahan assumes no liability for expenses incurred by the applicant.

#### **Basic Considerations:**

• Application Form: The application form and the Release and Indemnity Agreement, attached hereto, must be completed in full, with all necessary permit applications before the review process can begin.

Completed applications can be submitted at the beginning of the calendar year. Applications and the Release and Indemnity Agreement must be received at least forty-five (45) days prior to the event date, as well as any modifications to the original application. After the City of Hanahan receives the complete application and the Release and Indemnity Agreement it will be routed to the different departments for approval. You will be notified 15 working days after the application is submitted if it has been approved, denied or if additional information is needed. PLEASE NOTE, EVENTS INTENDING TO SELL ALCOHOL MUST SUBMIT ENTIRE APPLICATION, THE RELEASE AND INDEMNITY AGREEMENT, AND ALL ADDITIONAL PERMIT APPLICATIONS SIXTY (60) DAYS PRIOR TO THEIR EVENT.

Sell of alcoholic beverages will be permitted only for groups or organizations with the sole purpose of generating revenue for non-profit and/or charitable events. Proof of the charitable organization or 501(c) may be required.

#### Vendors

Vendors operating a business for profit within the city limits are required to purchase a City of Hanahan Business License. Licenses are based on gross income pursuant to SC Law.

Persons selling products are also required to have a SC Retail Sales Tax License. Sale of alcoholic beverages requires an ABL-900 Temporary license from the SC Department of Revenue's Alcoholic Licensing Beverage Division. The serving of alcoholic beverages

may require an ABL-900 Temporary License from the SC Department of Revenue's Alcoholic Licensing Beverage Division. Go to www.sctax.org and select the Beer-liquor-Wine-Bingo heading.

Preparation and sale of food requires contacting the SC Dept. of Health and Environmental control

#### Insurance

Unless exempted or reduced following event specific City review, the following insurance requirements shall apply.

Evidence of appropriate insurance must be provided with special event application upon payment not less than 2 weeks prior to the event.

Notwithstanding the applicant's obligation to provide and maintain insurance, and pursuant to the Release and Indemnity Agreement, attached hereto, the responsible organization/individual shall indemnify and hold harmless the City, its officers, its agents, departments, officials, employees and insurance pool from and against all damage and loss to person or property and shall be responsible for covering the fees and costs associated with the defense the City from any and all claims, demands, suits, actions, or proceedings of any kind including costs of actions, expert fees and attorneys' fees incurred by the City in any way related to, resulting from, or arising out of the community event.

The responsible organization/individual shall procure and maintain at its own cost general liability insurance in the amount of not less than \$3,000,000.00 combined single limit per occurrence unless otherwise specified against all claims, demands and other obligations associated in any way or arising out of the community event. Such insurance shall be in addition to any other insurance requirements imposed by law. The responsible organization/individual shall not be relieved of any liability, claims, demands or other obligations assumed by reason of its failure to procure or maintain insurance in insufficient amounts, durations or types.

Special events requesting an alcohol permit will be required to obtain a liquor legal liability coverage. The liquor liability insurance can be endorsed to the general liability insurance policy or purchased naming the City of Hanahan separately. The minimum acceptable limit of liability per claim and aggregate is \$3,000,000.00.

The applicant shall submit a certificate of insurance verifying the following minimum coverage(s) and specifically identifying the City of Hanahan as an additional insured.

The City of Hanahan does not sell insurance. However, this type of insurance policy can be acquired from most private insurance carriers. YOUR PERMIT WILL NOT BE ISSUED IF THE REQUIRED INSURANCES CERTIFICATES HAVE NOT BEEN RECEIVED PRIOR TO THE SPECIAL EVENT.

#### • Security

The City of Hanahan reserves the right to specify the need for and number of police officers or security personnel required to be in attendance at any event. The City of Hanahan Police Department will review all special event applications for required security arrangements. Areas that will be considered include but are not limited to location, time of day, anticipated crowd size, availability of alcohol and traffic impacts.

The costs associated with additional required security or police staffing will be at the expense of the responsible organization based upon a uniformly-applied formula of officers-to-anticipated attendees. Off duty Hanahan police officers may be hired for private security based on the event.

Pursuant to the Release and Indemnity Agreement, attached hereto, the responsible organization/individual shall indemnify and hold harmless the City, its agents, officers, departments, officials, employees and insurance pool from and against all damage and loss to person or property and shall be responsible for covering the fees and costs associated with the defense the City from any and all claims, demands, suits, actions, or proceedings of any kind including costs of actions, expert fees and attorneys' fees incurred by the City in any way resulting from or arising out of the community event.

The City of Hanahan does not discriminate on the basis of race, color, national origin, sex, religion, disability status or age in provision of services.



#### SPECIAL EVENT APPLICATION

#### PUBLIC EVENTS MUST COMPLY WITH THE SPECIAL EVENT REQUIREMENTS

Today's Date:	
Park Location Requested:	
Date(s) Requested:	
Set-Up Date/Time: Beginning (a.m. p.m.) Ending:	(a.m. p.m.)
Actual Event Date/Time Requested: Beginning Ending	
Event Name:	
Organizer Name:	
Organizer Address:	
City:State:Zip Code:	
Phone: Cell:	
Email:	
Contact Person on call during event:	
Contact Persons Cell Phone:	
Approximate Number of Attendees: Approximate Number of Staff:	
Please answer all questions:  1. Is this event public or private?	
2. Will there be an admission fee charged for this event? Yes	No
3. Will vendors be selling any items? Yes No	
4. Will there be amplified sound? Yes No	

5.	Will there be food vendors and/or caterer	s at the event? YesNo	
6.	Will you have tents? YesNo		
7.	Will there be stakes longer than 12"? Yes If you use ground stakes longer than 12",		rirrigation lines
8.	Will additional security be hired? Yes Name and contact information	No	
9.	Will alcohol be served at your event? Ye If yes a special alcohol permit application Who will be serving the alcohol:  Have they applied for the special events	n must be submitted with this ap	
shou	icants are responsible for cleaning and res Id begin within one hour after the Special pleted	• •	-
Beingequip Inder No a Inde	ase/Indemnity Agreement g of lawful age, for and in consideration of pment of the City of Hanahan, the undersign mnity Agreement and agrees to execute the application will be accepted without a sign mnity Agreement, please complete, sign a Indemnity Agreement to:	ned agrees to the terms of the Rosame contemporaneously with the sature on the application and the sature of the application and the sature of the application and the sature of the sature of the application and the sature of t	elease and his application. the Release and
3100	hahan Recreation and Parks Department Mabeline Rd. han, SC 29410		
Signa	ature	Date	
Appr	roval HRPD	Date	
Appı	roval HPD	Date	
Appı	roval City Administrator	Date	



#### City of Hanahan Amphitheater Alcoholic Beverage Agreement

Event Date			Event Hours		
Group			Event Type		
Contact Name _			Driver License	#	
Address			Est. Attendance		
		_			
City		State _		Zip Code	
Contact Phone _					
	Home	Wo	ork	Mobile	

- All functions that include the use of alcoholic beverages require approval of this Alcoholic Beverage Agreement by the City of Hanahan
- If approved, this application will allow your group to have and consume alcoholic beverages at the named facility as long as the rules, regulations and conditions outlined below are understood and adhered to.
- The sale of alcohol must be approved by the City. The City reserves the right to prohibit alcohol sales.

• For approved functions involving the sale of alcohol (cash bar), the renter is required to abide by the laws of the State of South Carolina as set forth by the SC Department of Revenue (SCDOR).

The SCDOR requires:

Special one day event license Retail sales license Criminal background check BYOB permit (when applicable)

• Each permit shall be issued from the SC Department of Revenue and a copy should be given to the City of Hanahan 10 working days prior to the event date.

SC Department of Revenue ABL Division P.O. Box 125 Columbia, SC 29214 www.sctax.org

- This application is valid only on the day requested and only for the hours the facility is reserved.
- The renter must provide proof that he/she is at least 21 years of age and a South Carolina resident. The renter must also provide a hard copy of their license.
- The renter is personally responsible for monitoring all activities relating to alcoholic beverages and agrees to prohibit the use of alcohol by minors.
- All alcoholic beverages must remain in the immediate rental location. Possession or consumption of alcoholic beverages in open or unsealed containers is prohibited except in the designated areas or as approved with the special event.
- Renter is responsible for assuring the proper conduct of all persons attending their event, for informing group members of the alcoholic beverage application rules, regulations and conditions and for immediately restoring City of Hanahan property in the event of damage. The City of Hanahan assumes no responsibility for incidents that arise as a result of the consumption of alcoholic beverages.
- The bar should announce last call approximately 1 1/2 hours before the end of the rental time and shall not serve within 1 hour of end of the rental.
- The above-named group or individual assumes liability for all damages to the City of Hanahan property caused by any member of the group whether accidental, willful, or the result of carelessness or negligence.

- Individuals and groups that fail to abide by these rules and regulations or who cause problems for other event patrons due to the consumption of alcoholic beverages will have their privileges revoked and run the risk of having future alcohol usage agreements denied. The City of Hanahan also reserves the right to remove or have removed from the grounds any person whose behavior it deems objectionable.
- If any member of your group fails to comply with the above stated guidelines, the City of Hanahan reserves the right to terminate this agreement and the facility rental without a refund.
- The City of Hanahan will require that the renter contract with the Hanahan Police Department to provide event security. The City of Hanahan shall require that a security plan be submitted by the renter for review no less than 10 business days prior to the event date.
- Alcohol sales will only be approved for charitable or non-profit organizations only.

**Release/Indemnity Agreement:** Being of lawful age, for and in consideration of entry on or the use the facilities, personnel, or equipment of the City of Hanahan, the undersigned agrees to the terms of the Release and Indemnity Agreement and agrees to execute the same contemporaneously with this Application.

No application will be accepted without a signature. Please complete, sign and return this application and the Release and Indemnity Agreement to:

3100 Mabeline Rd.		
Hanahan, SC 29410		
Signature	Date	
Approval HRPD	Date	

# Alcohol Plan Will alcoholic beverages be served without charge? Yes \_\_\_\_\_\_ No \_\_\_\_ Will alcoholic beverages be sold? Yes \_\_\_\_\_ No \_\_\_\_ Who will be serving the alcohol? \_\_\_\_\_Self-Serve \_\_\_\_\_\_ Volunteers \_\_\_\_\_ Caterer \_\_\_\_\_Licensed Bartenders \_\_\_\_\_ Staff \_\_\_\_\_ Other \_\_\_\_ List designated areas where alcohol will be served and consumed: \_\_\_\_\_\_ Times for alcohol to be served: Start: \_\_\_\_\_\_ Finish: \_\_\_\_\_ Please note that all alcohol ticket sales must end 60 minutes prior to the Special Event ending

Please note that the following controls will be followed at Special Event service alcohol:

time and alcohol service must end 20 minutes prior to the Special Event ending time.

- The Special Event sponsor shall be required to establish a controlled entrance and exit location by the posting of signage 11" x 17" size, stating that alcoholic beverages are prohibited beyond the permitted area with refuse containers adjacent to the signage. As required by the Chief of Police or his designee, a controlled area for the serving and consumption of alcoholic beverages during the Special Event may be required.
- No alcoholic beverages shall be served within 20 minutes of the conclusion of the Special Event. No more than 2 alcoholic beverages shall be served to any person at one time.
- No alcoholic beverages shall be served to any person unless such person has been issued a wristband by the Special Event sponsor which indicates that the person has shown valid proof of being at least 21 years of age.
- No alcohol should be served to Special Event attendees that are visibly intoxicated.
- The Special Event Applicant and invitees shall be in compliance with all other applicable federal, state, local statutes, ordinances, rules, regulations, licenses and permits, including permits required by South Carolina Department of Revenue.
- No outside alcohol shall be permitted within the controlled area.
- Alcoholic beverages shall be served in clear plastic cups or cans only, no glass containers shall be permitted.

#### Site Plan

#### Attach an event site plan/layout to this application.

Note the location of entrances and exits, retail, food, and alcoholic beverage vendors, controlled alcohol consumption areas, tents, stages, bleachers, amplified sound, signs or banners, portable restrooms, trailers, first aid stations, fire extinguishers, garbage and recycling receptacles, barricades, hazardous materials, fire hydrants, exhibits, and security. The event must accommodate the special needs of disabled persons whose rights are protected under the Americans with Disabilities Act and who choose to participate in the event.

#### Signage

The Special Event Applicant shall be required to follow all City of Hanahan ordinances and policies and South Carolina Law. Applicant may be required to print and hang signs that display applicable rules and regulations.

Signage will be required to display the following:

	<b>EVENT NAME</b>	City of Hanahan	All profits from
NO ALCOHOL	ALCOHOL		alcohol sales
ALLOWED	PERMIT	It is unlawful for any	will be donated
BEYOND THIS	HOURS	person under the age of 21 to purchase or	to
POINT	ALCOHOL SALES BEGIN @	possess beer, wine or	
	SALES END @	other alcoholic	Charitable
	EVENT ENDS @	beverage	Organization



#### RELEASE AND INDEMNITY AGREEMENT

That I/it					
		Print Full Name of Inc	dividual	or Entity	
Residing at _					
<i>C</i> –	Street Address		City	State	Zip Code

Release: Being of lawful age, for and in consideration of entry on or the use the facilities, personnel, or equipment of the City of Hanahan, the undersigned on behalf of myself, heirs, assigns, officers, directors, employees, agents, companies, and subsidiary and affiliated companies do hereby release and forever discharge the City of Hanahan, its officers, departments, agents, employees, insurance pool, representatives, and executors, from any and all actions, causes of action, claims and demands for, upon, or by reason of any damage, loss, or injury, expenses and compensation whatsoever, which the undersigned, heirs, assigns, officers, directors, employees, agents, companies, and subsidiary and affiliated companies now has/have or which hereafter may accrue on account of or in any way or growing out of any and all known and unknown, foreseen and unforeseen bodily and personal injuries (including death) and property damage (including loss of use) and the consequences thereof in any way resulting from or arising out of the community event. It is specifically agreed that this Release shall forever be a final and complete bar to and full satisfaction of all claims or suits for injuries or damages of whatsoever nature relating to, resulting from, or associated with the community event.

<u>Indemnity</u>: In further consideration of entry on or the use the facilities, personnel, or equipment of the City of Hanahan, the undersigned on behalf of myself/itself, heirs, assigns, officers, directors, employees, agents, companies, and subsidiary and affiliated companies hereby agree to indemnify and hold harmless the City, its officers, agents, departments, officials, employees and insurance pool (collectively the "City") from and against any and all claims, demands, suits, actions, or proceedings of any kind relating to, resulting from, or associated with the community event, and to be responsible for covering the fees and costs associated with the defense of the City, its officers, agents, departments, officials, employees and insurance pool from any and all claims, demands, suits, actions, or proceedings of any kind including costs of actions, expert fees and attorneys' fees incurred by the City in any way relating to, resulting from, or associated with the community event.

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Assumption of Risk: The undersigned agrees that the City shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of the undersigned applicant or its employees, contractors, invitees, guests, or customers, or any other person in or about the community event whether such damage or injury is caused a defect associated with the event space or property, or from any other cause, whether the said injury or damage results from conditions arising upon the City's event space or property, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is accessible or not. The City shall under no circumstances be liable for injury to the undersigned applicant's business or for any loss of income or profit therefrom or for incidental, consequential, special or punitive damages. To the maximum extent permitted by law, the undersigned applicant agrees to use and occupy the event space and property at the applicant's own risk.

Acceptance of Property: The undersigned applicant agrees to accept the event space and property in its "AS IS, WHERE IS, WITH ALL FAULTS" condition and without any representations or warranties, and the City shall have no obligation to make any improvements to the event space or property. The undersigned applicant expressly represents and warrants to the City that the applicant has relied solely on its own investigation and inspection of the event space and property in its decision to enter into this Release and Indemnity Agreement and to use the event space and property for the community event.

<u>Authority</u>: The undersigned represents and warrants that they are authorized to enter into this Agreement and that each person executing this Release and Indemnity Agreement in a representative capacity has the authority to do so and to bind his/her principal.

Advice of Counsel: The undersigned has not relied upon or been induced by any representation, statement, promise or disclosure of the City of Hanahan or their attorneys, representatives, employees, officers, insurers or agents, but have relied upon their own knowledge and judgment and upon the advice of their counsel in entering into this Release and Indemnity Agreement; they have read and fully know and understand the terms of this Release and Indemnity Agreement; and they are fully advised as to the legal effect thereof.

**Execution of this Agreement**: The undersigned acknowledges that they are competent to, and do, fully understand the provisions of this Release and Indemnity Agreement; they are entering into this Release and Indemnity Agreement knowingly and voluntarily; and they have been afforded a full and reasonable opportunity to read and consider the terms of this Agreement.

Applicable Law: This Release and Indemnity Agreement is made and entered into in the State of South Carolina, and shall in all respects be interpreted, enforced and governed under the laws of said State. Each Party irrevocably submits to the exclusive jurisdiction and venue of the and state courts located in the County of Berkeley, State of South Carolina, in any legal suit, action, or proceeding arising out of or based upon this Release and Indemnity Agreement. The language of all parts of this Release and Indemnity Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against the City of Hanahan.

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Execution of Agreement; Modification; Waiver: This Release and Indemnity Agreement shall not be subject to any mistake of fact and there is absolutely no agreement or reservation which is not clearly expressed herein. The terms of this Release and Indemnity Agreement may be waived, modified, amended or otherwise changed only in a writing signed by the Party against whom the waiver, modification, amendment or other change is sought to be enforced. The failure of any Party at any time to require the performance of any provision hereof shall in no manner affect the right of such Party at a later time to enforce the same.

<u>Binding Upon Successors</u>: This Release and Indemnity Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective agents, representatives, attorneys, insurers, parents, subsidiaries, successors, assigns, affiliates, administrators, executors and heirs.

<u>Severability</u>: If any provision of this Release and Indemnity Agreement be held ineffective, invalid or contrary to public policy or any law, the validity of the remainder of this Agreement shall not be affected thereby.

**No Strict Construction**: Each Party has participated in the preparation of this Release and Indemnity Agreement. In the event a court determines that some portion of this Release and Indemnity Agreement is ambiguous, the ambiguity should be resolved by interpretive aides other than construing an ambiguity against the drafter of the document.

<u>Counterparts</u>: This Release and Indemnity Agreement may be signed in separate counterparts, with each copy having the full force and effect of an original. Photocopies, facsimile transmissions, PDFs of signatures and electronic signatures shall be deemed original signatures and shall be fully binding upon the Parties to the same extent as original signatures.

<u>Costs of Enforcing Agreement</u>. In the event the City of Hanahan brings an action to enforce the terms of this Release and Indemnity Agreement and prevails, the City shall be entitled to recover its fees and expenses, including, but not limited to attorneys' fees, costs, and other expenses associated with the action from the undersigned applicant.

{Signatures on Following Page}

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I HAVE READ THIS RELEASE AND INDEMNITY AGREEMENT. I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT. I HEREBY REPRESENT THAT I AM AT LEAST 18 YEARS OF AGE AS OF THE DATE OF MY SIGNATURE BELOW.

**IN WITNESS WHEREOF**, the Parties have executed this Release and Indemnity Agreement under seal on the dates set forth below their respective signatures.

Print Applicant Name (Individual or Entity)	CITY OF HANAHAN
Signature of Applicant	Signature for City
If an entity, indicate your Title/Authority that allows you to sign on behalf of the entity	By: Print Name
	Its:Title
Date	Date

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