

WORLD'S FAIR PARK EVENT LEASE

**THIS AGREEMENT** is made as of the \_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between The Public Building Authority of the County of Knox and the City of Knoxville, Tennessee, hereinafter referred to as "Lessor" and (fill in lessee's organization and signator's name on line below):

hereinafter referred to as "Lessee." The parties execute this Agreement for the purpose of memorializing the lease by the Lessee of certain facilities located at and within what is known the World's Fair Park, Knoxville, Tennessee.

**WITNESSETH:** The Lessor and the Lessee, for the mutual considerations stated herein and for the faithful performance of all covenants and conditions set forth herein, agree as follows:

**ARTICLE 1.  
LEASE AND USE OF PREMISES**

**Leased Premises and Term.** Subject to the terms, conditions and limitations contained in this Agreement, the Lessor hereby leases to the Lessee, and the Lessee hereby rents from the Lessor the \_\_\_\_\_ Lawn at the World's Fair Park, Knoxville, Tennessee. The Lessee's period of occupancy shall begin on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, at \_\_\_\_\_ o'clock \_\_\_\_m. and shall terminate on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, at \_\_\_\_\_ o'clock \_\_\_\_m. (Note: Leasing the Festival Lawn does NOT include the interactive fountain, court of flags and concrete area around it, which must remain accessible to the general public at all times.)

Date(s)	Start Time	End Time
<b>MOVE-IN/MOVE-OUT INFORMATION</b>		
Date(s)	Start Time	End Time

**Premises Defined.** The term "Premises," as used in this Agreement, includes all of the space described in Paragraph 1.1 above and in the World's Fair Park Event Guide and leased pursuant to this Agreement.

**Uses of Premises by the Lessee.** The Lessee will use and occupy the Premises solely for the purpose stated below, and for no other purpose whatsoever without the Lessor's express written approval. The Lessee will observe, abide by and conform to all rules and regulations, and such further rules and regulations as from time to time may be put in effect by the Lessor, for the general safety, comfort and convenience of the Lessor as part of managing the World's Fair Park.

**(Fill in full description of event):**

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**ARTICLE 2.  
COMMON AREAS**

**2.1 Common Areas Defined.** The term “Common Areas,” as used in this Agreement, includes: all parking areas, the interactive fountain, court of flags area, lake, stream, access roads and facilities, driveways, service roads, loading facilities, sidewalks, landscaped areas, and all other areas constructed or to be constructed for use in common by the Lessor and all other users of the World’s Fair Park.

**2.2 Control of Common Areas.** The Common Areas will at all times be subject to the exclusive control and management of the Lessor. The Lessor has the right to operate and maintain the Common Areas in such a manner as the Lessor, in its sole discretion, will determine from time to time. This right to operate and maintain includes, without limitation, the right to (i) employ all operational and maintenance personnel, (ii) make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the Common Areas and facilities, (iii) close any portion of the Common Areas for the purpose of making repairs, changes or additions, (iv) change the size, area or arrangement of the parking areas or the lighting thereof within or adjacent to the existing areas, and (v) enter into agreements with adjacent owners for cross-easements for parking, ingress, egress, delivery, and the installation of utility lines.

**2.3 Parking.** The Lessee and its agents, employees, guests, clients, customers, patrons and invitees will park in those areas designated in the World’s Fair Park Event Guide. The Lessee shall not load or unload vehicles except in those areas designated by the Lessor for such purpose. The Lessee, for itself, its employees and clients, agrees that the Lessor will have the right to take, move, impound and tow off vehicles that (i) violate the Lessor’s rules and regulations, block streets, aisles or access ways (ii) park in unauthorized areas, or (iii) park in unauthorized spaces or otherwise park improperly.

**2.4 Access to Premises.** The Lessor, its representatives, employees and concessionaires working said event shall, at all times, have free access to the Premises.

**2.5 Portions of Lessor’s Property Not Demised.** The Lessee agrees that during the term of this Agreement, the Lessor may use, cause to be used or lease any portion of the World’s Fair Park not leased to the Lessee pursuant to this Agreement.

**ARTICLE 3.  
RENT AND OTHER TENANT DISBURSEMENTS**

**3.1 Rental Amount.** The total rental amount, which includes the costs for rental equipment and other services, shall be as follows:

RENTAL EQUIPMENT/OTHER SERVICES

<b>LEASE RATES (including move-in/move-out days)</b>			
<b>Facility</b>	<b>No. of Days</b>	<b>Rate Per Day</b>	<b>Total</b>
Festival Lawn			
Performance Area			
Move-in/Move-out Festival Lawn			
Move-in/Move-out Performance Area			
<b>Total Lease Rate</b>			

<b>Equipment/ Service</b>	<b>Rate</b>	<b>Provider</b>	<b>Quantity</b>	<b>Total</b>
Phone Lines	To be determined	PBA		
Dumpsters (2)	\$25 each/load	PBA		
Electrical Box	\$50 each/day	PBA		
Sub-Panels	\$25.00	PBA		
Mobile Stage-Commercial	\$1,000/day	PBA		
Trash Liners	\$50/case	PBA		
Mobile Stage-Non-Profit	\$500/day	PBA		
PBA Personnel Overtime Charges	\$25.00	PBA		
PNC Custodial Service/contract with PBA	\$20/ hour per custodian	PBA		
Event Decking	\$0.15 cent per square foot	PBA		
<b>Total Additional/Estimated Cost</b>				

SECURITY/DAMAGE DEPOSIT DUE: \_\_\_\_\_

TOTAL AMOUNT DUE FROM LESSEE: \_\_\_\_\_

DEPOSIT PAID BY LESSEE: \_\_\_\_\_

BALANCE DUE FROM LESSEE: \_\_\_\_\_

**3.2 Covenant to Pay.** The Lessee's covenant to pay the total rental amount to the Lessor at the office of the World's Fair Park Event Coordinator when it is due is independent of any and all other covenants contained in this Agreement. If the rental amount is not paid on the date due, the Lessor may collect a late charge, equal to ten percent (10%) of the late rent, on the delinquent amount.

**3.3 Non-Refundable Rental Amount.** If the Lessee, being entitled to possession hereunder, shall fail for any reason other than as specified in Section 8.1 hereof to take possession of or to use the Premises, no refund of the rental amount shall be made. Specifically, the Lessee agrees that inclement weather will not be a basis for a refund. The full rent called for by this Agreement, including any disbursements or expenses incurred by the Lessor in connection therewith, shall be payable by the Lessee to the Lessor as liquidated damages, and not by way of penalty.

**3.4 Overtime/Contract Labor Costs Borne by Lessee.** If PBA incurs overtime costs for its personnel assisting in setting up or breaking down an event, requires the use of additional personnel in addition to normal staffing levels, or incurs contract custodial costs during the event, those costs will be billed to the lessee within 14 days of the conclusion of the event and are the responsibility of the lessee to pay in full.

**3.5 Electronic Fund Transfer.** The Lessee's has the option to use Electronic Fund Transfer. The PBA utilizes Electronic Fund Transfers as a means to expedite payments to our lessees. By the form, the PBA will deposit any refunds due to the Lessee after their event stated on EXHIBIT 1 attached hereto and incorporated herein by reference. If the Electronic Fund Transfer option is not chosen, a check will be issued during our regular monthly check process.

#### **ARTICLE 4. RESPONSIBILITY FOR PREMISES**

**4.1 Condition of Premises.** The Lessee's signature on this Agreement signifies that the Lessee (i) has visited the Premises, (ii) has inspected the Premises and the appurtenances thereto, and (iii) is fully acquainted with the condition of the Premises. The failure of the Lessee to do any of the above does not, in any way, relieve the Lessee of any obligations pursuant to this Agreement. The Lessee accepts the Premises in its present condition and acknowledges that it is suitable for the Lessee's intended use. The Lessee acknowledges that Lessor is not responsible for conditions of the premises that may have been altered by weather events or other acts of God. In addition, Lessee acknowledges that Lessor has the right to alter, if necessary, the location of event equipment, booths, etc. if the condition of the lawn(s) requires the relocation of those items onto the sidewalks/street.

**4.2 Labor Requirements.** The Lessee, at its sole cost and expense, shall furnish all necessary labor required for the Lessee's use of the Premises, including, but not limited to, ticket sellers, ticket takes, security and safety personnel. A security plan for the event must be submitted to the World's Fair Park Event Coordinator for approval in advance of the event. The total number and identity of the individual(s) to be used in these capacities must be approved by the World's Fair Park Event Coordinator prior to the start of the Lessee's event.

**4.3 Event Patrons.** The Lessee shall not admit to the Lessee's event a larger number of persons than the capacity of the Premises accommodates. The Lessor, by and through its representatives, reserves the right to enter onto the Premises and eject any objectionable person(s) from the Premises. The Lessee hereby waives any and all claims for damages of any kind against the Lessor by reason of or relating to the exercise of such ejection authority. Further, the Lessor shall have the right to collect and have custody of articles left, lost or checked while on the Premises by patrons attending the event given or held on the Premises. The Lessee shall not interfere with the collection and custody of such articles.

**4.4 Maintenance Responsibilities.** At all times during the term of this Agreement, the Lessee shall, at the Lessee's sole cost and expense, keep the Premises in good order, condition and repair, and clean, sanitary and safe, ordinary wear and tear excepted. The Lessee shall comply with all federal, state and local requirements of law, by statute, rule, ordinance or otherwise, affecting the Premises and all appurtenances thereto. The Lessor will not be required to make any repairs to the Premises occasioned by the act or neglect of the Lessee, its agents, employees, guests, clients, customers, patrons or invitees. Any of the foregoing repairs required to be made by reason of the negligence of the Lessee, its agents, employees, guests, clients, customers, patrons or invitees shall be the responsibility of the Lessee. If the Lessee refuses or fails to make such repairs hereunder, the Lessor may make and complete such repairs and add the cost thereof to the total rental amount due. The Lessee will not allow any nuisance(s) to exist with respect to the Premises.

**4.5 Alterations by the Lessee.** The Lessee will not alter the Premises or place, install or attach any fixtures or equipment to be used in connection with the Lessee's event without obtaining the Lessor's prior written approval to (i) such improvements and (ii) the manner in which said fixtures and equipment are to be installed and located in the Premises.

**4.6 Signs.** The Lessee will not post, exhibit or allow to be posted or exhibited any signs, advertisements, show bills, lithographs, posters or cards describing the Lessee's event, except those approved by the Lessor. The Lessee is allowed to post or exhibit signs, advertisements, show bills, lithographs, posters or cards that are related to the event to be given on the Premises and/or for any future events to be held at World's Fair Park, and only in the location(s) and for the period of time specifically designated and permitted by the World's Fair Park Event Coordinator. Lessee must submit for approval, in advance of the event, a written plan show the location(s) of all signage, which should include how signage will be mounted. In addition to obtaining the Lessor's written consent, the Lessee must also obtain all necessary and appropriate governmental permits and licenses for its signage.

**4.7 Surrender Of Premises.** At the termination or expiration of this Agreement, the Lessee shall deliver the Premises to the Lessor in the same condition as the Lessee received it when the term of this Agreement began, reasonable wear and tear accepted. The Lessee shall promptly remove all its equipment, fixtures and any other installations, alterations or improvements before surrendering the Premises as aforesaid. The Lessee will repair any damage to the Premises caused by the removal of such items. The Lessee's obligation to observe or perform this covenant will survive the expiration or other termination of the lease term. The Lessor reserves the right to remove from the Premises, at the sole expense of the Lessee, any and all effects remaining on the Premises after the period of occupancy has expired. The Lessor may, but is not obligated to, store such effects at the sole expense of the Lessee and without any liability therefore on the part of the Lessor.

## **ARTICLE 5. HOLD HARMLESS AND INDEMNIFICATION**

The Premises shall be used and maintained by the Lessee for its convenience and accommodation throughout the period of occupancy. The Lessee agrees that the Lessor and the City of Knoxville, Tennessee ("the City") shall have no responsibility in connection with the Premises during said period of occupancy. The Lessee shall defend, indemnify and hold the Lessor and the City harmless from any and all liability to the Lessee, and third parties for all claims, actions, demands and expenses (including attorney's fees) resulting from or in any way connected with, or alleged to have arisen from the Lessee's use or occupancy of the Premises, including but not limited to actions or inactions of the Lessee, its agents, employees, guests, clients, customers, patrons or invitees, and the Lessee's breach of any of the terms or conditions of this Agreement. The Lessee shall pay for any and all damage to the Premises sustained during the period of occupancy.

Except for damage or injury proximately caused by the Lessor's or the City's sole negligence, neither the Lessor nor the City shall be responsible for any damage or injury that may occur to the Lessee or to the Lessee's agents, employees, guests, clients, customers, patrons, invitees or property from any cause whatsoever prior, during or subsequent to the period covered by this Agreement; and the Lessee hereby expressly releases the Lessor and the City from such loss, damage or injury and agrees to defend, indemnify and hold the Lessor and the City harmless therefrom.

## **ARTICLE 6. INSURANCE**

**6.1 Lessee to Obtain Insurance.** Prior to its use and occupancy of the Premises, the Lessee shall procure and maintain insurance of the types and in the amounts stated on EXHIBIT 2, attached hereto and incorporated herein by reference.

**Other Insurance Requirements.** The Lessee will, at least thirty (30) days prior to occupancy of the Premises, furnish the Lessor with original certificates of insurance. The insurance shall be issued by a company licensed to do business in the State of Tennessee and approved in writing by the Lessor. The Lessor shall be given thirty (30) days advance notice of any cancellation of the insurance coverage.

## **ARTICLE 7. NON-DISCRIMINATION AND ETHICAL STANDARDS**

The Lessee: (i) will not discriminate against any employee or applicant for employment because of race, age, color, religion, national origin, sex or disability; (ii) will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, age, color, religion, national origin, sex or disability; (iii) will, in all solicitations or advertisements for employees placed by or on behalf of it, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, national origin, sex or disability; and (iv) will include these provisions in every subcontract or sublease let by or for it.

Further, the Lessee hereby takes notice of and warrants that it is not in violation of, or has not participated, and will not participate, in the violation of any of the ethical standards prescribed by the Knoxville City Code.

## **ARTICLE 8. GENERAL PROVISIONS**

**8.1 Fire and Other Casualty.** In the event the Premises or any part thereof is destroyed or damaged by fire or other casualty, or if any other casualty or unforeseen circumstance (other than inclement weather) renders the fulfillment of this Agreement by the Lessor impossible, then this Agreement shall terminate, and if the Lessee has not taken possession of the Premises, the lessor shall refund its rental payments to the Lessee. However, if the Lessee has taken possession of the Premises, the Lessee shall pay rental for the Premises only up to the time of such termination, at the rate herein specified. The Lessee hereby waives any claim for damages or compensation should this Agreement be so terminated.

**8.1a** If, as the result of a Force Majeure Event (as defined below), Lessee or Lessor is unable to, or is prevented from, performing the terms of the Agreement or any portion thereof or any material obligation under this Agreement, then Lessee's and Lessor's obligations hereunder will be excused, there shall be no claim for damages by Lessee or Lessor Notwithstanding the foregoing, Lessee shall be obligated and liable to Lessor for such proportionate amount of the payment provided for herein as may be due hereunder for any use of premises, including any costs incurred by the Lessor directly related to the preparations/set-up of the planned event, which Lessor may have leased up to the time of the inability to perform by reason of such Force Majeure Event.

**Force Majeure defined.** A "Force Majeure Event" shall mean any one or more of the following acts which makes any performance(s) by Lessee or Lessor contemplated by the Agreement impossible, infeasible or unsafe: acts of God; act(s) or regulation(s) of any public authority or bureau, civil tumult, epidemic, act(s) of the public enemy; act(s) or threats of terrorism; threats; insurrections; riots or other forms of civil disorder in, or around, the World's Fair Park or which Lessee and/or Lessor reasonably believe jeopardizes the safety of Lessee, Lessor, musicians contracted by Lessee and, or Lessee's patrons; embargoes; labor disputes (including, without limitations, strikes, lockouts, job actions, or boycotts); explosions; floods; shortages of energy or other essential services; failure or technical facilities; failure or delay of transportation; death, disability, illness, injury or other inability to perform of musicians contracted by Lessee, and similar or dissimilar causes beyond the control of Lessor or Lessee which make any performance(s) contemplated by this Agreement impossible, infeasible, or unsafe.

**8.2 ADA Requirements.** The Lessee will comply with any and all requirements of the Americans with Disabilities Act, including but not limited to, the removal of all structural barriers, the accessibility of its event, programs, services and goods, the provision of all auxiliary aids and services, and the modification of policies, practices and procedures. The Lessor will not be responsible for any costs or expenses related to the Lessee's compliance with ADA. The Lessee will defend, indemnify and hold the Lessor and the City harmless from and against any and all claims, suits or causes of action and expenses (including attorney's fees) which arise out of this Agreement or the Lessee's use of the Premises, or an act or omission by the Lessee, its agents, employees, guests, clients, customers, patrons or invitees that violates or is alleged to violate the ADA.

**8.3 Written Amendments.** This Agreement may be modified only by a written amendment or addendum, which has been executed and approved by the appropriate officials shown on the signature page of this Agreement.

**8.4 Federal, State, and Local Requirements.** The Lessee is responsible for full compliance with all applicable federal, state, and local laws, rules and regulations.

**8.5 Assignment and Subletting.** The Lessee shall not assign, transfer, or encumber this Agreement without the prior written approval of the Lessor, and shall not sublet or allow any other tenant to come in, with, or under the Lessee without like written approval.

**8.6 Continued Liability.** Any assignment or subletting, notwithstanding the consent of the Lessor, will not in any manner release the Lessee herein from its continued liability for the performance of the provisions of this Agreement and any amendments or modifications hereto. The acceptance of any rental payments by the Lessor from any alleged assignee will not constitute approval of the assignment of this Agreement by the Lessor.

**8.7 Termination.** If any default is made as to any of the covenants contained in this Agreement, this lease and the relationship of the Lessor and the Lessee, at the option of the Lessor, shall terminate and cease. In such a circumstance, the Lessor may re-enter the Premises, remove all persons and fixtures therefrom and resort to any legal proceedings to obtain possession. Notwithstanding such a termination, the Lessee shall pay the full amount of the rental as herein agreed to be paid.

**8.8 Miscellaneous.** This Agreement will inure to the benefit of and will be binding upon the Lessor, the Lessee and their respective heirs, executors, administrators, successors and assigns, subject to all the terms, conditions, and contingencies set forth. This Agreement is governed by the laws of the State of Tennessee. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not operate to invalidate any other provision hereof. This Agreement will be construed without reference to titles of sections or clauses, which are inserted for convenient reference only.

**8.9 Entire Agreement.** This Agreement, the exhibits hereto and the documents incorporated herein by reference from the entire agreement between the Lessor and the Lessee. Any prior representations, promises, agreements, oral or otherwise, between the parties, which are not embodied in this writing, will be of no force or effect. Any matters not herein expressly provided for shall be at the discretion of the World's Fair Park Event Coordinator.

**8.10 Date of Execution of Agreement.** This Agreement must be signed and returned sixty (60) days prior to the event date.

**8.11 World's Fair Park Event Guide.** The World's Fair Park Event Guide, current as of the date hereof, is incorporated herein by reference, and all terms and conditions stated therein shall apply to this Agreement, and the Lessee shall be bound by the obligations stated therein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated above.

APPROVED AS TO FORM:  
By W. Morris Kizer  
PBA General Counsel

THE PUBLIC BUILDING AUTHORITY OF  
THE COUNTY OF KNOX AND THE  
CITY OF KNOXVILLE, TENNESSEE

By: \_\_\_\_\_

Dale E. Smith  
Administrator/CEO

WITNESSED BY:

Lessee (signature): \_\_\_\_\_

\_\_\_\_\_

Lessee (printed name): \_\_\_\_\_

Printed Name:

Title: \_\_\_\_\_

\_\_\_\_\_

Lessee Organization: \_\_\_\_\_

\_\_\_\_\_

## Vendor Power Requirements

Event: \_\_\_\_\_ Date(s) of Event: \_\_\_\_\_

Vendor: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Type of Vendor: (food, retail, beverage, etc.) \_\_\_\_\_

What will you be selling/serving: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Power Needs: \_\_\_\_\_

Water Needs: \_\_\_\_\_

Additional Needs: \_\_\_\_\_

Please have each vendor fill out this form and submit to Dorissa Simpson at 251-6862 (fax).

### **Vendor Checklist**

- Food vendors are required to place fire retardant tarps/material on the sidewalk/lawn below cooking equipment to protect the surface below (lessee will be held responsible for any damage).
- Attachments to trees or landscaping are prohibited.
- **Vehicles will not be allowed on the lawns/sidewalks without permission from the PBA W.F.P. Events Coordinator at (865) 251-6861 or (865) 254-9157.**
- **Vendors should come prepared with equipment (dollies, etc.) to assist with unloading and loading of equipment.**
- **Tents, inflatable games, etc. must be weighted; stakes in the lawn areas are strictly prohibited.**
- Vendors who are cooking on site must provide a working fire extinguisher.
- No open flames are permitted underneath any tent or canopy.
- Secure all LP/CO2 tanks.
- **Do not pour hot liquids, ice or grease on the lawns. Please dispose of grease, chlorinated water and other type liquids properly. It is against City Ordinance to pour anything down the storm drains.**
- Coolers and supplies, including cases of sodas or food, should not be stacked directly on the grass. These items should be placed on a pallet or similar device.
- **Do not erect tents or place any equipment in the roadway that would prohibit passage of an emergency vehicle.**
- Absolutely no paint is to be sprayed on the lawn or concrete areas unless prior approval is granted by PBA (certain non-permanent marking paints are permitted pending approval).
- Please see **Attachment C** for Health Department guidelines. Health Department inspection required for multiple day events.

**EXHIBIT 1**  
**Public Building Authority EFT Authorization**

By selecting this option, the Public Building Authority (PBA) will automatically deposit any refund due to you into the account that you provide.

By filling out this form, I hereby authorize the PBA to initiate credit entries to the account at the financial institution specified below.

This authorization is to remain in full force and effect until the PBA has received an amended authorization form with the appropriate box checked below.

**NOTE: The following account information should be for ACH transactions NOT Wire Transfers.**

**LEASEE TO COMPLETE THIS SECTION:**

NEW: \_\_\_\_\_ CHANGE: \_\_\_\_\_

Company Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Company Address \_\_\_\_\_

Company Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Financial Institution  
State \_\_\_\_\_

City \_\_\_\_\_

Transit/Routing Number (9 digits) \_\_\_\_\_

Account Number \_\_\_\_\_

**(See attached check sample for help locating your routing number and account number)**

Please specify type of account: Checking \_\_\_\_\_

Savings \_\_\_\_\_

Authorizing Signature \_\_\_\_\_ Date \_\_\_\_\_

EFT notification will be faxed to the number listed above. If you have additional or different notification instructions, please provide those below:

To Return: Fax the form to: **(865) 215-4637** Attn: Tambry Overton or Robyn Smith

**OR**

Mail the form to: Public Building Authority  
Attn: Accounts Payable  
912 S. Gay St., Suite 710  
Knoxville, TN 37902

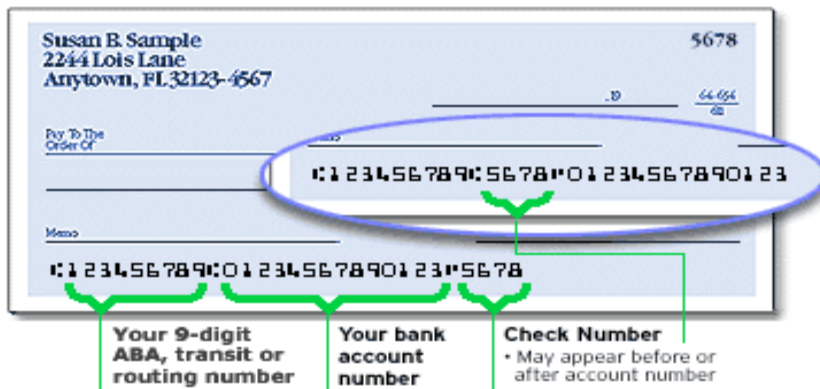
# ABA, Transit or Routing Number

## How do I find the ABA, Transit or Routing Number?

ABA (American Banker's Association), Transit or Routing Numbers are used to identify financial institutions when making transactions.

### Checking Accounts

Only your business checks can be used to locate this number for your checking account. As the sample below shows, this information is at the bottom of your business check.



END OF EXHIBIT 1

## EXHIBIT 2

### Insurance Requirements for Special Events on City Property: World's Fair Park & Volunteer Landing

As of January 1, 2011, the City of Knoxville changed its minimum insurance coverage requirements for use of City properties and/or facilities – please read through the below. The new minimum insurance requirement is as follows:

#### Minimum of \$1,000,000 per incident/\$2,000,000 aggregate coverage

Please list the City of Knoxville and the Public Building Authority as additionally insured on the policy. Please be sure to include the event name, date, location, and a brief description of the event on the policy. Please submit a copy of your policy to the World's Fair Park & Volunteer Landing Event Office at the Public Building Authority, 400 Main Street, Suite M-22, Knoxville, TN 37902, at attention: Dorissa Simpson or Chris Brown. You are welcome to email a copy of your policy – please contact the Event Office at 865-251-6860 for an email address.

All events held on City property or in City facilities require a minimum of \$1,000,000 per incident/\$2,000,000 aggregate coverage, with the following exceptions:

#### **Exception 1 – Events Not Requiring Insurance**

The following non-sports events with **less than 100 anticipated attendance** and without street/road closures, alcohol, loaded weapons, pyrotechnics, mechanical or inflatable rides, the use or display of animals\*, or resulting in fundraising or profit **do not require insurance (must sign the Release & Indemnity; see Attachment A):**

Note: Any serving of alcohol must be with properly licensed and insured bartenders and proof of license and insurance will be required.

- Academic related events (such as spelling/math/science)
- Award celebrations
- Banquets
- Bingo/card/board games (not for fundraising)
- Clubs and organizational meetings
- Celebrations (weddings, anniversaries, birthdays)
- Debuts
- Graduations
- Head of state events
- Lectures and reading events (other than product or service promotions)
- Luncheons
- Meetings of a social, academic, business or philosophical nature (other than fundraising)
- Recitals
- Reunions
- Seminars (other than product or service promotions)
- Social Receptions
- Teleconferences

\*Exclusion does not apply to participants in events requiring the use of service animals.

#### **Exception 2 – Events requiring \$2,000,000 per incident/\$3,000,000 aggregate coverage**

##### **A. Non-sports events**

The following **non-sports** events without loaded weapons, pyrotechnics, or mechanical or inflatable rides require a minimum of \$2,000,000 per incident/\$3,000,000 aggregate coverage:

Note: Any serving of alcohol must be with properly licensed and insured bartenders and proof of license and insurance will be required.

- Events involving the use or display of animals or to which participants are encouraged to bring animals (other than service animals)
- Events which involve serving or sale of alcohol
- Events involving closure of roads or streets
- Block parties and street fairs
- Dances and parties outdoors
- Exhibitions outdoors
- Overnight camping
- Waterslides
- Weapons (unloaded) shows

**B. Sports Events**

The following **sports** events without loaded weapons, pyrotechnics, or mechanical or inflatable rides require a minimum of \$2,000,000 per incident/\$3,000,000 aggregate coverage:

Note: Any serving of alcohol must be with properly licensed and insured bartenders and proof of license and insurance will be required.

Animal riding	Off-road racing
Boxing	Polo
Cheerleading	Rodeos
Demolition events	Ropes courses
Football (contact)	Rugby
Golfing events	Skating (open to public)
Gymnastics	Skateboarding
Ice hockey	Speed skating
In-line hockey	Swimming and diving (unorganized or lessons)
Marathons	Triathlons
Martial arts (contact)	Weightlifting
Motorized racing	Wrestling

**Event Insurance – Waiver/Modification**

The City’s Risk Manager, at his/her discretion, may authorize a greater or lesser amount of coverage or different type of coverage than required by this policy if the special event is of a demonstrated high- or low-risk category, according to recognized insurance and risk management industry standards. High-risk events requiring a greater amount of coverage to be determined by the Risk Manager include, but are not limited to, those with loaded weapons, pyrotechnics, or mechanical or inflatable rides.

**Expressive Activity**

“Expressive Activity” is any assembly, the sole or principal purpose of which is the expression, dissemination, or communication by verbal, visual, literary, or auditory means, of a particular opinion, view or idea, and for which no fee or donation is charged or required as a condition of participation in or attendance at such activity, including public oratory and distribution of literature.

For expressive activity, the City’s Risk Manager shall not consider the potential reaction of bystanders to the content of expressive activity as a factor in requiring insurance coverage. Waiver of the insurance requirement shall be made if the event is solely for expressive activity, provided that the applicant has filed with the Risk Manager a verified statement that the applicant intends the special event purpose to be solely for a First Amendment expressive activity.

**Self Insurance**

The City’s Risk Manager shall review all certifications of self insurance for appropriateness, including any required documentation demonstrating financial solvency.

**TULIP (Tenant User Liability Insurance Policy) Program**

The City of Knoxville offers a TULIP Program, which provides for a general liability policy that can be accessed by those using City properties for various events. The policy provides coverage to the user as well as to the City for the specific event. Because the policy is underwritten based on the broad range of events that take place on City properties, it may be more reasonably priced than policies obtained

individually. The policy can be easily obtained online and is customized to meet the City's requirements. Users are not required to purchase this policy but may procure their own policy to meet the insurance requirements for events. To obtain more information about the policy,, users may contact Steven McGhee at (865) 583-3752., please see the Office of Special Events a policy from the City's program, follow these instructions:

1. Log on to <https://www.ebi-ins.com/tulip/apply.aspx>
2. For Events requiring \$1,000,000 in coverage, please choose code 2495 (City of Knoxville II). For events requiring \$2,000,000 in coverage, please choose code 2494 (City of Knoxville I).
3. Choose the location of your event in the drop down box.
4. Please choose the type of event that will be held on City property. If your event does not fit one of the listed categories, please contact the City's Risk Management Department for further instructions.
5. Answer the underwriting questions and press next. Please make sure to include information on liquor service as well as vendors who need coverage as directed.
6. After all underwriting questions are answered, you will be provided an insurance quote from for your event. If this quote is satisfactory, please continue to enter policy holder contact information.
7. Enter credit card information in order to purchase the policy online. Once the transaction is complete, the policy will be delivered to you electronically and a certificate of insurance will be delivered to the City's Special Events and Risk Management Department. Should there be any issues, someone from the City will be contacting you. Otherwise, you have met the insurance requirement for your event.
8. **Should you have problems accessing or using the online program, please contact One Beacon Entertainment at 1-800-507-8414.**

END OF EXHIBIT 2

**RELEASE AND INDEMNITY AGREEMENT**

**THIS RELEASE AND INDEMNITY AGREEMENT** ("Agreement") is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **THE PUBLIC BUILDING AUTHORITY OF THE COUNTY OF KNOX AND THE CITY OF KNOXVILLE, TENNESSEE**, a public nonprofit corporation organized as a public building authority under Tennessee Code Annotated §§ 1210101, et seq. ("Lessor"); and (Fill in name of organization and name/title of signator)

\_\_\_\_\_ ("Lessee").

**WITNESSETH:**

**WHEREAS**, Lessee desires to lease from Lessor a portion of the property known as the World's Fair Park (the "Park") for an event involving fewer than 100 participants to be held on or about \_\_\_\_\_, 20\_\_\_\_ (the "Event"); and

**WHEREAS**, as a condition precedent to Lessee's use of the Park for the Event, Lessor requires that Lessee agree to the terms of this Agreement.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the above premises, the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

**1. Release.** Lessee hereby releases and discharges Lessor, its successors, assigns, directors, officers, agents, and employees from any liabilities, obligations, claims, actions, causes of action, costs and demands of any kind, including but not limited to damage or loss to property, personal injury or death, or any claim for breach of an express or implied warranty, that have or may accrue to Lessee, whether known or unknown, against Lessor, its successors, assigns, directors, officers, agents or employees, arising out of, based on or in any way connected with the use of the Park for the Event, by Lessee, or Lessee's agents, employees, affiliates, assigns, invitees, or any third party.

**2. Indemnity.** Lessee agrees to defend, hold harmless and indemnify Lessor, and its successors, assigns, directors, officers, agents, and employees, against any and all actions, proceedings, claims, costs and demands of any kind arising from the use of the Park for the Event, by Lessee, or Lessee's agents, employees, affiliates, assigns, invitees, or any third party, any claim for damage or loss to property, injuries or death, and any claim for breach of an express or implied warranty; and against all costs, damages, or expenses paid or incurred by Lessor as a consequence of any such actions, proceedings, claims or demands, including reasonable attorney fees. Lessee agrees to reimburse Lessor for all sums of money, which Lessor pays or becomes liable to pay by reason of any of the foregoing, and will make such payments to Lessor immediately upon demand.

**3. Entire Agreement, Interpretation, Waiver, and Modification.** This Agreement constitutes the entire agreement between the parties relating to Lessee's agreement to release and indemnify Lessor. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. This Agreement can only be modified in a writing signed by the parties or their duly authorized agents acknowledging that the same is in fact a modification of this Agreement.

**4. Applicable Law.** This Agreement shall be governed by the laws of the State of Tennessee without the need to resort to its law of conflicts.

**5. Consent to Jurisdiction and Venue.** Any legal or equitable action for claims, debts, or obligations arising out of, or to enforce the terms of, this Agreement must be brought in the applicable Tennessee state court located in Knox County, Tennessee, or in the United States District Court located in Knoxville, Tennessee.

**6. Enforceability of Agreement.** If any provision of this Agreement, or portions thereof, are found to be invalid by any court of competent jurisdiction, the remainder of this Agreement shall nevertheless remain in full force and effect.

**7. Attorney's Fees and Costs.** If a party hereto resorts to litigation to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recovery of all costs related thereto including without limitation reasonable attorney's fees.

