



Special Event Guidelines For External Events (Public or Private)

MetroParks of Butler County ("MetroParks") is committed to providing clean, well-maintained, and safe facilities. This policy ensures equitable access to park facilities while promoting a diverse range of organized activities compatible with MetroParks' mission and its responsibilities.

A **special event** is any pre-planned organized activity not sponsored by MetroParks that hosts 50 or more attendees and meets any of the following criteria:

- Held on park grounds outside of the confines of a reservable facility
- Group size exceeds the stated capacity of a reservable facility or area- when applicable
- Alters the normal public use of MetroParks managed property (including paved recreation trails)
- Requires the use of MetroParks' staff or services
- Uses amplified sound, tents larger than 10x10, stages, tables, barricades, large decorations and/or props, and other special equipment or items
- Selling of food or beverages, merchandise, tickets, and/or services
- Solicitation of donations- either onsite donations, online contributions, in advance donations, or fundraising tied to the event

A special event can be either public or private. **Public** events are any advertised event that is open to the public and uses MetroParks' property. Examples of public events might include charity fundraisers, walk/run events, community festivals, or cultural events. **Private** events are events such as ceremonies, celebrations, or picnics that are exclusive to the organizer and their guests. Events meeting any of the above criteria will require a Special Event Permit.

General Requirements

1. To apply for a Special Event Permit, a Special Event Request form must be received by MetroParks at least **90 days in advance** of the proposed event date. Request forms received are subject to approval based on event details and availability. In addition to the Special Event Fees, a non-refundable Rush Fee will be assessed for requests received less than 90 days prior to the event. If MetroParks determines the services required for the event cannot be provided, the Special Event Request may be denied.
2. The following items must be submitted with the Special Event Request form:

Public Special Event	Private Special Event
a. EMS/First Aid Plan	
b. Special equipment being used (tents, generators, etc.)	a. Special equipment being used (tents, generators, etc.)
c. Event Schedule: includes set up and break-down time, delivery coordination, etc.	b. Event Schedule: includes set up and break-down time, delivery coordination, etc.
d. IRS Determination Letter (if applicable)	
e. Spectator/Crowd Control Plan	
f. Proposed Vendors- Food and Merchandise	c. Proposed Vendors-Food and Merchandise (if applicable)

3. Special Event Requests will be reviewed for date/time conflicts and basic compatibility with MetroParks' Rules and Regulations. MetroParks will notify the requestor of their approval or denial within 30 days of receiving the request. If approved, MetroParks will reserve the grounds of the location, date(s), and time(s) the special event use is requested. The Licensee shall communicate any modifications to the original plan to MetroParks immediately for consideration.
4. The Licensee shall pay the Special Event Request Application Fee ("Application Fee") and Rush Fee (if applicable) at the time the request is submitted. These fees are **non-refundable** unless the request is denied due to a date conflict. The Application Fee will be applied to the final event invoice.
5. Within 30 days of the public special event the Licensee shall provide MetroParks with a certificate of coverage for comprehensive general liability insurance of at least **Two Million Dollars (\$2,000,000)** per occurrence or any combination of a comprehensive general liability and an umbrella policy totaling **Two Million Dollars (\$2,000,000)** per occurrence. Licensee must be named as the insured and MetroParks as an additional insured to fully and adequately protect against claims arising from the use of the premises. Neither party extends to any other person or organization indemnification or protection from liability arising from use of the premises. For both Public and Private Events, MetroParks reserves the right to require additional insurance for high-risk activities or for activities for which MetroPark's own liability insurance coverage does not apply. The Special Event contract cannot be finalized by MetroParks until the insurance certificate is received and approved. MetroParks must be named as an additional Insured and should be listed as: MetroParks of Butler County, 2051 Timberman Road, Hamilton, OH 45013.
6. At least 30 days prior to the event, the Licensee shall provide a list of all proposed licensed parties and vendors and must provide a list of all items, goods or services that will be sold or solicited within the park. No person shall solicit donations, sell, or solicit for sale any article, privilege, or service within the park unless he/she is properly licensed and possesses a special permit issued by MetroParks.
7. A pre-event planning meeting will be facilitated within 30 days prior to the event. This meeting can be a site visit, conference call, or online Teams meeting. The meeting, with the Licensee and a MetroParks representative, will discuss the event logistics, clarify any issues, and tour the facility where the event is to be held. The event layout plan shall be finalized at this meeting.
8. MetroParks shall submit a contract to the Licensee and the Licensee shall execute and return the contract to MetroParks within two business days of receipt of the contract. The Licensee shall ensure that the contract requirements are fulfilled and submitted to MetroParks by the deadline dates specified in the contract, or the event may be cancelled at the sole discretion of MetroParks. The final signed contract shall be sent to the Licensee upon being duly executed.
9. Licensee agrees to complete and cause each participant in the event or activity permitted by this Agreement to sign a general Participant Waiver of Responsibility Form waiving all claims against MetroParks.
10. All matters related to public safety and/or event security are regulated by the MetroParks Division of Police. Such matters may include, but are not limited to event activities, entry and exit, traffic, parking, security, medical services, hazard mitigation, and emergency response.
11. Placement of event signage is regulated by MetroParks and is allowed up to 24 hours prior to the event. Event signs shall not cause a safety hazard, interfere with the scenic beauty of natural features, or unduly impact the use or enjoyment of park facilities. MetroParks assumes no responsibility should signs become lost, stolen, or damaged. It is the responsibility of the Licensee to remove all signs upon completion of the event.
12. Any specialty signage needed for traffic flow and/or security will be ordered by MetroParks and the cost invoiced to the Licensee after the event.

13. It is the responsibility of the Licensee that all people in attendance at any event or activity under their control shall always comply with MetroParks' Rules and Regulations and Special Event Contract provisions. See MetroParks website at www.yourmetroparks.net for the MetroParks Rules and Regulations.
14. Depending on the size and location of the event, MetroParks reserves the right to assess an event parking fee. All motor vehicles must park on hard surfaces or in designated parking locations only. No vehicles are permitted on athletic fields, pathways, or trails unless approved by MetroParks.
15. MetroParks reserves the right to deny Special Event Requests which conflict with prescheduled events or activities, or from an organization or person which/who in the past, failed to follow event contract provisions, knowingly submitted incomplete or inaccurate information, failed to provide MetroParks with timely information regarding changes to an event, scheduled event activities or the number of expected attendees, caused MetroParks or other park users reasonably preventable damages or loss, and/or failed in the sole judgment of MetroParks to operate the event in a professional and organized fashion. If, after preliminary review, the proposed Special Event is denied, or special conditions of use will be required, the Licensee will be notified. MetroParks may cancel the review of a proposed Special Event if the Licensee does not submit accurate, complete documents or required fees in a timely manner as outlined in these guidelines.
16. Facility reservations are separate from the Special Event contract and require a separate Facility Permit that will be sent to the organizer upon booking. The Licensee is responsible for reviewing and abiding by all the MetroParks policies stated in the Facility Permit and/or MetroParks Facility Rental Policies.
17. If the Special Event would inhibit the use of other parking areas or facilities for other renters or general park users, the Licensee may be required to rent other facilities/areas as deemed necessary by MetroParks.
18. All Rental Fees will be invoiced to the Licensee and are required to be paid at least 30 days in advance of the event.
19. MetroParks reserves the right to determine if additional portable toilets and/or trash receptacles for sanitation purposes are necessary.
20. The number of Park officers required at each event is determined by MetroParks based on the expected attendance, length, location, and type of activity. There is a 4-hour minimum for each Park officer. Fees for these services will be invoiced to the Licensee and must be paid within 14 days of receipt unless otherwise contractually arranged. Additionally, the Licensee may be subject to legal action to obtain payments not made within 14 days of receipt.
21. The Executive Director or Police Chief shall, at their discretion, determine whether the services of other outside public safety agencies or personnel are required for the event, which may include, but are not limited to, Fire/EMS and/or the EMA. If so, fees to cover the cost of the additional personnel/agencies shall apply.
22. If there are any changes that need to be made after the original request is submitted, (i.e., date or location change), the request would be required to go through the approval process again and an additional Application Fee would be assessed.
23. There will be an Early Entry Fee assessed if the organizer needs access to the Park prior to the normal operating hours of 8:00 am.
24. Event fees will apply for any site set up that occurs the day before the event and/or day after for breakdown of the event.
25. Overnight security for both Public and Private Special Events may be requested or required at MetroParks' discretion.

Cancellation of Events

1. MetroParks reserves the right to cancel any event and retain any deposits and fees paid if the Licensee knowingly makes a false statement of material fact, has knowingly omitted to state a material fact in the rental application, submits incomplete or inaccurate information, fails to submit information in a timely manner, fails to comply with the Special Event Contract and/or Facility Permit to meet the fulfillment of their requirements or fails in the sole judgment of MetroParks to operate the event in a professional and organized fashion.
2. MetroParks also reserves the right to recover damages/losses from those who have intentionally misled or failed to inform MetroParks in a timely manner of changes in schedules, activities or in expected number of attendees which leads to damage or loss on the part of MetroParks and/or other park users.
3. Licensee acknowledges that they are aware the park facility may be rendered unusable or otherwise unavailable due to circumstances beyond anyone's control, including but not limited to flooding, fire, natural disaster, other acts of God, criminal acts, or acts of war or terrorism. MetroParks shall not be liable for Licensee's event, lost profits, and lost business opportunities.
4. Cancellation of a Special Event by Licensee is subject to the following conditions:
 - a. All cancellations/requests for refund must be made in writing.
 - b. Cancellation requests received within 31 days or more from the scheduled event will be refunded 50% of the application fee and rush fee (if applicable).
 - c. Cancellation requests received within 30 days or less from the scheduled event will not be refunded.