



Athens/Englewood/McMinn County, Tennessee

ORGANIZED EVENT POLICY, RULES, AND APPLICATION REQUIREMENTS

THROUGH THE INTERLOCAL EUREKA TRAIL AGREEMENT BETWEEN THE CITY OF ATHENS, TOWN OF ENGLEWOOD, AND MCMINN COUNTY, TENNESSEE, THE CITY OF ATHENS PARKS AND RECREATION DEPARTMENT IS RESPONSIBLE FOR THE RESERVATION OF TRAIL EVENTS. THIS PACKAGE IS TO ASSIST YOU IN MAKING A RESERVATION. IF YOU HAVE QUESTIONS, PLEASE CONTACT US AT:

City of Athens
815 N. Jackson Street
Athens, Tennessee 37303
(423) 744-2700 EXT 3
www.cityofathenstn.com/parks
recreation@athenstn.gov

ORGANIZED EVENT POLICY

A. General

To balance the needs of all trail users, with groups wishing to hold organized events, the City of Athens has adopted this policy establishing rules and application requirements for organized events on the Eureka Trail.

1. The use of the Eureka Trail, for organized events not sponsored by City of Athens, such as: runs, walks, walk/bike-a-thons, organized gatherings, races, etc. are prohibited unless an application has been approved by the Athens Parks & Recreation Department (APRD) and a Trail Use Agreement has been executed. When in doubt, persons should contact the Athens Parks & Recreation Office to inquire whether approval is needed.
2. This policy applies to any organization or group wishing to host public events on the trail.
3. The City of Athens reserves the right to refuse and disapprove all event applications, particularly when the requesting organization or the event is not compatible with Eureka Trail's purpose and mission or would be in violation of municipal, county, state, or Federal rules, ordinances, laws, and regulations.
4. Athens Parks & Recreation Director shall have the sole authority to approve and disapprove all event applications.
5. Events planned for morning hours before 12 noon are preferred.

B. Rules for an Approved Event

1. The playing of amplified music is prohibited without prior approval from the Athens Parks & Recreation Department (APRD).
2. Parking or driving on the Eureka Trail, without written permission, is strictly prohibited as is parking in public rights-of-ways and on adjacent private property, without authorized permission from the owner(s).
3. Fastening or attaching any rope, sign, banner, flyer or other object to any tree, shrub, fence, gate, bollard, or sign is prohibited without prior written approval from the APRD.
4. Signs and banners may be displayed no more than 24 hours before the event.
5. Staking of any kind which includes, but is not limited to, tenting, guide wires, grounding rods, tethering lines and/or signposts is prohibited without prior written approval of the APRD.

6. Approval of an event does not guarantee that adequate parking will be available. Trail heads and parking areas must remain open to the public and cannot be exclusively reserved for the event. It is the responsibility of the event organizer to provide a plan for alternative parking.
7. In the event that one or more city employees are called to the event for any reason, the organizers will reimburse the city the current overtime rate per hour for service.
8. Security, traffic, and spectator control during the event is the responsibility of the applicant.
9. Emergency medical service during the event is the responsibility of the applicant.
10. Portable restrooms must be provided by the applicant at the rate of 1 portable restroom for every 50-people attending (including direct participants and spectators). The total number and location of portable toilets will be finalized during the application process with the APRD.
11. Trash receptacles/containers must be provided by the applicant. The number and location will be dependent on the type of the event, number of people attending, and will be finalized during the application process with the APRD.
12. Public announcement of the event is allowed and encouraged only after the Trail Use Agreement has been executed, all fees have been paid, and the APRD has reviewed and approved the announcement. All event promotional material shall acknowledge the Eureka Trail is located in the City of Athens (see logo).
13. The event shall comply with all applicable local, state, and federal laws, ordinances, regulations, codes, and permit requirements and the applicant is responsible for making all necessary contacts with other state and local agencies (i.e. zoning office, fire department, police, EMS, emergency management, codes officials).
14. Event approval is valid only for the use, area, date, and time approved by APRD. It does not authorize the use of other municipal owned/managed areas (i.e. parks) outside of or adjacent to the Eureka Trail.
15. Applicant is responsible for all cleanup of the Eureka Trail both during and after the event including the removal of trash, litter, and debris from the area assigned for the permit. All such items shall be removed immediately after the event.
16. The Eureka Trail and areas used for the event shall be left in the same condition as prior to the beginning of the event. Any damages or failure to restore the area will result in forfeiture of the security deposit and assessment of additional penalties.

17. The person named on the application must have full authority to make decisions about the event and must be present always during the event.
18. A copy of the executed Trail Use Agreement must remain on-site during the event and be available for review by City of Athens representatives and law enforcement personnel.
19. APRD reserves the right to terminate an event at any time, including those in progress, should the applicant violate this policy, rules, and/or permit conditions.
20. Commercial sales and solicitation are prohibited including food vendors, concessionaires, etc. unless approved in writing from the City of Athens.
21. Event approvals are non-transferable.

C. Application Requirements and Procedures

1. Complete, sign and return the application form and support documentation to the Athens Parks and Recreation Department.
2. Applications will be accepted and processed on a first-come, first-served basis and should be received a minimum of 60 days in advance of the event.
3. APRD will approve or disapprove applications within 30 days after receipt.
4. There is a \$25 application fee. Per the Interlocal Agreement, non-profits are exempt from this fee provided proof of non-profit status is submitted with the application. The fee also does not apply to the governing bodies.
5. An executed Trail Use Agreement will be required prior to use of the Eureka Trail for events. The agreement must be executed, and a copy returned to the APRD a minimum of 30 days prior to the event.
6. A Certificate of Insurance shall be submitted with the executed Trail Use Agreement specifically naming the City of Athens and McMinn County, its officers, employees, and agents as additional insured for general liability and bodily injury with a minimum of \$1,000,000 per occurrence. APRD reserves the right to require higher limits if the event so warrants and to add parties as additional insured.
7. Certificate of Insurance must be turned in to the APRD no later than 30 days prior to event.
8. No rain dates will be reserved.
9. Cancellations, made in writing at least 30 days prior to the event, will receive a full refund, while cancellations, made on shorter notice, will forfeit all event fees.

10. All applications shall include a primary and secondary point of contact including mailing addresses, email addresses, and mobile phone numbers where they can be reached before, during, and after the event.
11. All applications must include a detailed description of the event. See attached application form.
12. All applications must include a plan for traffic control, parking, spectator management, safety, portable restrooms (# and location), event setup and cleanup, signs and banners, and medical treatment/response. Documentation must be supplied verifying coordination with proper local agencies and authorities. APRD reserves the right to require the applicant to provide additional measures and resources to adequately address these matters.

APPLICATION FOR EUREKA TRAIL ORGANIZED EVENT

Please Print

Event Checklist

- Complete application for Eureka Trail Organized Event.
- Receive status from Athens Parks and Recreation Department.
- Upon approval, Sponsor will be sent a Trail Use Agreement, sign and return within 5 days.
- Obtain and submit Proof of Insurance thirty (30) days prior to event.
- Submit a \$25 reservation fee.

Applicant Contact Information

Applicant's Name: _____

Organization (if applicable): _____

Address:

City: _____ State: _____ ZIP: _____

Phone: (____) ____-_____ Cell: (____) ____-_____ E-mail: _____

Event Information

Event Name: _____

Date of event: _____ Start Time: _____ am pm End Time: _____ am pm

Is time required to setup/breakdown/cleanup? Yes / No

If yes, set-up starts: _____ am / pm Clean up End time: _____ am / pm

This event is: Open to the public or requires pre-registration

Event Location: Start Mile Marker End Mile Marker

Public road intersections crossed: Yes No If yes, how many?

Estimated number of participants: _____ Estimated number of spectators: _____
(* indicates it must be shown on the event map)

(indicates it must be shown on the event map)

Event Narrative:

(Attach additional sheets as needed)

Additional Questions and Supporting Documentation

Additional Questions	Yes	No
Will tents or canopies be setup?		
Have arrangements for emergency/medical treatment been made?*		
Do you intend to display banners/flyers/sign? *		
If yes, number, size, etc.?*		
Will a PA/sound system be in use?		
Is there planned media coverage of the event?		

Supporting Documentation	Provided?
Location of event or event route, provide map and list of crossings affected	
Number of employees/volunteers and how they will be used	
Event setup and clean-up plan including plans for trash removal, etc.	
Description and location of temporary structures, fences, signs, banners, etc.*	
Temporary parking and traffic control measures*	
Proposed security and spectator control plan	
Safety plan for each public road crossed during event/use	
Law enforcement and emergency management notification plan (Local and/or State)	
Medical Treatment plan	
Proof of non-profit status (if applicable)	

*Indicates: must be shown on event map

The undersigned hereby states that they have read and understand the Eureka Trail Event Policy and all the information contained in, and included with this application, is true and correct to the best of their knowledge.

Applicant's signature

Date ____/____/____

(Official Use Only)

Date Received: _____

Permit # _____

Reviewed by: _____

Approved/Disapproved

If Disapproved, why? _____

TRAIL USE AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into this _____ day of _____, 20____ by and between the City of Athens and McMinn County and _____, hereinafter referred to as "Sponsor";

WITNESSETH

For the purpose, and subject to the terms and conditions hereinafter set forth, City of Athens and McMinn County hereby allows the use of the Eureka Trail, in whole or in part by the Sponsor; both parties agree to the terms of this agreement.

I. TERM

This Agreement covers use of the Eureka Trail by the Sponsor for the time and purposes as set forth and described in the approved application and supporting documentation, and any conditions attached thereto, which are hereby incorporated by reference as if wholly a part of this Agreement.

II. RELATIONSHIP OF PARTIES

- A. By this Agreement, the sponsor agrees this event is in keeping with the mission of the Eureka Trail. The City of Athens and McMinn County's role in this event is limited to providing a venue and Athens Parks and Recreation Department is not sponsoring the event in any way.
- B. The City of Athens, McMinn County, and Eureka Trail logos are copyrighted. Any use of logos must be pre-approved in writing by Athens Parks and Recreation Department.
- C. The City of Athens and McMinn County will not provide staffing, funding, or other support materials and services for non-Athens Parks and Recreation Events.

III. EVENT

- A. The Sponsor agrees that it shall follow all City of Athens and McMinn County rules and the Eureka Trail's Organized Event Policy.
- B. The Sponsor agrees to adequately address all aspects of the event related to public health and safety as proposed in the application, including but not limited to, security, safety, traffic control, participant and spectator management, trash removal, provision of portable restrooms, medical response/treatment, etc.
- C. The event shall avoid conflict with any normal activity carried on by the public on the Eureka Trail.

IV. CANCELLATION

- A. If, for reasons of safety or environmental damage due to severe weather or vandalism, City of Athens and McMinn County deems it necessary to cancel an event, City of Athens and McMinn County staff will notify the Sponsor as soon as possible. In such cases, City of Athens and McMinn County will work with the Sponsor on a new date for the event and this Agreement shall remain in effect for the new date.
- B. City of Athens and McMinn County reserves the right to cancel an event at any time for violations of the Eureka Trail rules, violation of Eureka Trail's organized event policy and/or application conditions, or where public safety is compromised. In these cases, no event fees will be refunded.
- C. The Sponsor may cancel an event at any time with written notice to the City of Athens and McMinn County. Where said notice is received 30 days prior to the event a full refund of the event fee and security deposit will be made. Where notice is not received 30 days prior no refund will be made.

V. INSURANCE REQUIREMENTS

The Sponsor shall purchase and maintain insurance to protect City of Athens and McMinn County from claims which may arise out of or result from the Sponsor's operation under this Agreement. Proof of said insurance shall be provided by issuing to City of Athens and McMinn County a Certificate of Insurance specifically naming City of Athens and McMinn County, its officers, employees, and agents as additionally insured for General Liability and Bodily Injury with a minimum of \$1,000,000 per occurrence.

VI. SECURITY DEPOSIT & DAMAGES

- A. If after the conclusion of the event inspection by City of Athens and McMinn County reveals damage was done to the Eureka Trail and/or the Sponsor failed to uphold all responsibilities under this Agreement, the security deposit or a portion thereof will be forfeited.
- B. The Sponsor further agrees that it will be liable for and shall pay City of Athens and McMinn County within 30 days of being invoiced for the cost to repair any damages for which the cost exceeds the security deposit.

VII. INDEMNIFICATION

- A. The Sponsor hereby releases and forever discharges City of Athens and McMinn County, its agents, employees, successors and assigns from any claim whatsoever, resulting from any and all bodily and personal injuries, damage to property and the consequences thereof, which might occur to or be sustained by the Sponsor or any other person, persons, or property, from the conduct of the event, the condition of Eureka Trail's

property or the actions or failure to act by the City of Athens and McMinn County, its agents, employees, successors or assigns.

B. The Sponsor hereby expressly stipulates and agrees to defend, indemnify, and forever hold harmless the City of Athens and McMinn County, its employees, agents, successors, and assigns from all loss, liability, claims, or expense of any nature resulting to any person, firm, or corporation in connection with the usage of the Eureka Trail for the event. It is the intent of this section to require the Sponsor to indemnify City of Athens and McMinn County to the extent permitted under the laws of the state of Tennessee.

VIII. NON-ASSIGNMENT

The Sponsor shall not assign all or any part of this agreement without the prior written consent of City of Athens and McMinn County.

IX. ENTIRE AGREEMENT

The parties have read this Agreement and agree to be bound by all of its terms, and further agree that it constitutes the complete and exclusive statement of the agreement between the parties unless and until modified in writing by both parties.

X. AGREEMENT EXPIRATION

This agreement shall remain in full force and effect until City of Athens and McMinn County returns the Sponsor's security deposit and/or provides a letter stating that all obligations under the agreement have been satisfied.

XI. SEVERABILITY

If any part of this agreement is found not to be legally enforceable under a particular circumstance, then that portion shall be deleted for such circumstance and all other parts shall remain in full effect.

XII. GOVERNING LAW

Both parties agree that this agreement shall be governed by the laws of the state of Tennessee, and the City of Athens.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written intending to be legally bound hereby.

Athens Parks & Recreation Director

Date

Sponsor

Date