



SPECIAL EVENT POLICY 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 that hosts 50 attendees or more, may alter the normal public use of MetroParks managed property (including paved recreation trails), is held on park grounds outside of the confines of a reservable structure, requires the use of MetroParks staff or services, is not sponsored or co-sponsored by MetroParks, and/or any of the following occur: amplified sound, selling of food or beverages, merchandise, tickets and/or services, solicitation of donations, events open and/or advertised to the public, or events requiring special setup of stages, tents, tables, barricades or other items.

If the group size exceeds the stated capacity of a park facility or area, require partial or exclusive use of an area of the park, or if set up of a tent larger than 10 x 10 or large decorations/props, amplified sound, food trucks or reserving an area of the park that is normally not reserved a Special Event Permit is required.

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. **Private** events are events such as ceremonies, celebrations, or picnics. Shelters or facilities can be used for private events either on a first-come, first-served basis or with a shelter/facility reservation if the group size does not exceed the shelter capacity.

Special event requests for use of VOA must be submitted to MetroParks by April 1st of the calendar year for approval. For use of the athletic fields, please see the **Athletic Field Complex Policy**. This policy and/or parts of it do not apply if superseded by other contractual arrangements with the organizer.

General Requirements

1. 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 fees listed in this policy, a non-refundable rush fee will be assessed for requests received less than 90 days from the event. If MetroParks determines the services required for the event cannot be provided, the special event request may be denied.
2. The below items must be submitted with the Special Event Request form:

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

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 application. If approved, MetroParks will reserve the grounds of the location, date(s), and time(s) the special event use is requested. The Event Organizer shall communicate any additions to the original plan to MetroParks immediately for consideration.
4. The Event Organizer shall pay the non-refundable Special Event Request Application Fee (“Application Fee”) and non-refundable rush fee (if applicable) at the time of receiving preliminary

approval. All fees can be paid by contacting MetroParks Administrative Office at (513)867-5835 during normal hours of operation. Refer to the **Special Event Fee Schedule**.

5. Within 30 days of the special event the **Public** Event Organizer shall provide MetroParks 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. Public Event Organizer 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. MetroParks reserves the right to require additional insurance for high-risk activities or for activities for which MetroParks' own liability insurance coverage does not apply. The Special Event contract cannot be finalized by MetroParks until the insurance certificate is received and approved. Additional Insured should be listed as: MetroParks of Butler County, 2051 Timberman Road, Hamilton, OH 45013.
6. 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 Event Organizer and a MetroParks representative, will discuss the event, clarify any issues, and tour the facility where the event is proposed to be held. The Event Layout Plan shall be finalized at this meeting.
7. At least 30 days prior to the event, the organizer 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.
8. MetroParks shall submit a contract to the Event Organizer no later than 10 days prior to event. The Event Organizer shall execute and return the contract to MetroParks within two business days of receipt of the contract. The Event Organizer 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 organizer upon being duly executed.
9. Event Organizer 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 & exit, traffic, parking, security, medical services, and hazard mitigation.
11. Placement of event signage is regulated by the Park Manager 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 enjoyment of park facilities. MetroParks assumes no responsibility should such signs become lost, stolen, or damaged. It's the responsibility of the event organizer to remove all signs on the day of the event upon its completion.
12. It is the responsibility of the Event Organizer that all persons 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.
13. 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.
14. 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 Event Organizer will be notified. MetroParks may cancel the review of a proposed Special Event if the Event Organizer does not submit accurate, complete documents or required fees in a timely manner as outlined in this policy.

Special Event Fees

1. If the **Public Special Event** is for a non-profit organization, there is a 10% discount on MetroParks' facility fees only. The discount does not apply to the park grounds fee. An IRS determination letter must be submitted with the Special Event Request form.
2. Facility, building or room rental reservations are separate from the Special Event contract and require a separate Lease Agreement that will be sent to the organizer upon booking. The Event Organizer is responsible for reviewing and abiding by all the MetroParks policies stated in the Lease Agreement and/or MetroParks Facility Rental Policies.
3. If the Special Event would inhibit the use of other parking areas or facilities for other renters or general park users, the Event Organizer may be required to rent other facilities/areas as deemed necessary by MetroParks staff.
4. All Rental Fees will be invoiced to the Event Organizer and are required to be paid at least 30 days in advance of the event.
5. MetroParks solely reserves the right to determine if additional portable toilets and/or trash receptacles for sanitation purposes are necessary.
6. 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 organizer and must be paid within 14 days of receipt unless otherwise contractually arranged. Additionally, the organizer may be subject to legal action to obtain payments not made within 14 days of receipt.
7. Additionally, 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.
8. 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.
9. There will be an early gate fee assessed if the organizer needs access to the Park prior to our normal operating hours of 8:00 am.
10. There will be an additional fee for any site set up that occurs the day before the event and/or day after for breakdown of the event.
11. Overnight security for both Public and Private Special Events may be available upon request or per MetroParks discretion.
12. A late fee will be assessed for any special event request for VOA that comes in after April 1st of the calendar year.

Cancellation of Events

1. MetroParks reserves the right to cancel any event and retain any deposits and fees paid if the organizer 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 Lease Agreement to meet the fulfillment of their requirements or failed 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 damages or loss on the part of MetroParks and/or other park users.
3. Cancellation of a Special Event by an Event Organizer is subject to the following conditions:
 - a. All cancellations/requests for refund must be made in writing.
 - b. Cancellation request received more than 90 days prior to the scheduled event, MetroParks will refund any fees paid, minus the Application Fee.
 - c. Cancellation requests received more than 30 days and less than 90 days prior to the scheduled event, MetroParks will refund any fees paid minus a 20% processing fee and the Application Fee.
 - d. Cancellation requests received less than 30 days prior to the scheduled event, no refund or credit will be granted.
 - e. Upon request and approval, funds eligible for return under this policy may be credited toward a future event or fee based on MetroParks availability.