



SPECIAL EVENT POLICY FOR NON-METROPARKS EVENT

MetroParks of Butler County (“MetroParks”) is committed to providing clean, well maintained, and safe facilities for the general use of its customer. This policy ensures equitable access to park facilities while promoting a diverse range of organized activities which are compatible with MetroParks mission and its responsibilities.

A **special event** is a sport, recreational, cultural, business, or other type of activity, occurring for a limited or fixed duration that impacts the MetroParks by involving the use of MetroParks property, which is not sponsored or co-sponsored by MetroParks. Any organized, pre-planned event that is projected to cause a gathering of 50 or more people on the park grounds outside of the confines of a reservable structure and/or which features all or some of the following shall be considered a special event for the purposes of this policy: amplified sound; selling of food, merchandise, tickets and/or services; the solicitation of donations; events open and/or advertised to the public; or events requiring special setup of stages, tents, tables, barricades or other items.

Special events submitted to MetroParks for approval must meet certain criteria to be eligible for consideration, must be compatible with MetroParks Rules and Regulations, and the proposed event site must be able to accommodate the event without undue conflict with other park customers or compromise the unique features of a park. This policy does not apply to the use of **athletic fields**. This policy and/or parts of it does not apply if superseded by other contractual arrangements with the organizer.

General Steps

1. A person or organization proposing to hold an event on public park grounds will complete and submit a Special Event Request form that must be received by MetroParks at least 90 days in advance of the proposed event date. Request forms received are subject to approval based upon event details and availability. In addition to the fees listed in this policy, a non-refundable fee of \$100 will be assessed for requests received less than 90 days from event. If at its sole discretion 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:
 - a. EMS/First Aid Plan
 - b. Event Schedule; including set up and teardown/cleanup time
 - c. IRS Determination Letter (required if Non-Profit Organization to receive discount)
 - d. Spectator/Crowd Control Plan
 - e. Tentative List of Proposed Vendors
3. Special Event Requests submitted to MetroParks will receive preliminary review, which will involve a check for date/time conflicts and basic compatibility with MetroParks Rules and Regulations. MetroParks will reserve the grounds of the location, date(s), and time(s) the special event use is requested.
4. The Event Organizer shall pay the non-refundable Special Event Request Application Fee (“Application Fee”) and 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. See Special Event Request Application Fee schedule below:

Special Event Request Application Fee Schedule

Total number of attendees/spectators:	Non-refundable Special Event Application fee (per event):
500 or less	\$50.00
501 to 1,000	\$100.00
1,001 to 2,500	\$200.00
2,501 or more	\$300.00

5. The Event Organizer shall obtain a Certificate of Liability Insurance which specifically names MetroParks of Butler County as an Additional Insured. The certificate must be sent to MetroParks within 30 days of preliminary approval. Event Organizer must provide General Liability coverage of at least **\$2,000,000** per occurrence (At least \$2,000,000 of comprehensive general liability insurance per occurrence or any combination of a comprehensive general liability and an umbrella policy totaling \$2,000,000 per occurrence). 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 indicated as follows:

MetroParks of Butler County
2051 Timberman Road
Hamilton, OH 45013

6. A mandatory pre-event planning meeting will be facilitated within a minimum of 30 days prior to the event. 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. Throughout the consideration and approval process and completion of the event, the Event Organizer shall communicate any additions, changes, etc. to the original plan to MetroParks immediately so that necessary modifications and arrangements can be considered, approved, and accommodated. The Event Layout Plan shall be finalized at this meeting.
7. 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 possess a special permit issued by MetroParks for such purposes. At least 30 days prior to the event, the organizer shall provide a list of all proposed licensed parties & vendors and must provide a list of all items, goods or services that will be sold or solicited within the Park.
8. Barring circumstances beyond the control of the park system, MetroParks staff 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. **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 naming MetroParks of Butler County.** Due to the nature of the Licensed Parties, Licensee agrees that providing a general Participant Waiver of Responsibility for MetroParks of Butler County will release all appointed officials, employees, and volunteers from all claims resulting from any injuries or other outcomes sustained while participating in the activity outlined in this agreement. Licensee also agrees that by completing and signing a general Participant Waiver of Responsibility Form that MetroParks of Butler County, its elected and appointed officials, employees, and volunteers are released from all claims resulting from the termination, suspension, delay, or closure of the permitted area(s) for any reason. If a Licensee is unable to provide a general Participant Waiver of Responsibility Form or does not have one for use, then a standard MetroParks of Butler County Participant Waiver of Responsibility Form will be provided upon request.
10. All matters related to public safety and/or event security are regulated by the MetroPark's Police Division. Such matters may include, but are not limited to, event activities, event entry & exit requirements, vehicular and pedestrian traffic routes and patterns, parking plans, event security activities, law enforcement and 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. Placement of event related signs shall be at locations which do not cause a safety hazard, do not interfere with the scenic beauty of natural features, or unduly impact enjoyment of park facilities reserved and/or rented to other park visitors. MetroParks assumes no responsibility should such signs become lost, stolen, or damaged while posted in the parks. Please contact the appropriate MetroParks staff member where the special event is to be held to coordinate. It's the responsibility of the event organizer to remove all signs upon the completion of the event.
12. It is the responsibility of the Event Organizer that all persons in attendance at any event or activity under their control shall comply with MetroParks Rules and Regulations and Special Event Contract provisions at all times. See MetroParks website [here](#) for specific information about MetroParks Rules and Regulations.

12. Included in the special event fees is a blanket Event Parking Rate. The Event Parking Rate is built into your special event fees to cover the cost of p entrance into the park on the day of your event for all participants, spectators, volunteers, officials, etc. This is required and non-waivable, unless approved in advanced by MetroParks staff. The Event Parking Rate only grants access to the Park for the duration of the Special Event. All motor vehicles must park on hard surfaces or in designated parking locations only. No vehicles are permitted on athletic fields, pathways, or trails without prior permission from MetroParks.
13. MetroParks reserves the right to deny Special Event Requests which conflict with other 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 also reserves the right to cancel review of a proposed Special Event if the Event Organizer does not submit accurate, complete, or timely information, remit fees or provide documents all as required in this policy.

Special Event Fees

1. If the Special Event is for a non-profit organization, special discounts apply. The IRS determination letter must be submitted to MetroParks along with the Special Event Request form to receive these non-profit discounts.
2. Facility, building or room rental reservations are separate from the Special Event contract and require a separate Lease Agreement that must be signed, returned, and paid for according to the MetroParks policies stated in said Lease Agreement and/or standing MetroParks Facility Rental Policies.
3. If the Special Event inhibits the use of other parking areas or facilities by other renters or general park users, the Licensee shall be responsible to rent any subsequent facilities as deemed necessary by MetroPark staff.
4. Park Grounds Rental Fees listed in the chart below will be invoiced directly to the Event Organizer. All Park Grounds Rental Fees are required to be paid at least 30 days in advance of the event.
5. MetroParks reserves the right to solely determine if additional portable toilets and trash receptacles for sanitation purposes are necessary. The number of portable toilets and trash receptacles required at each event is determined based on the expected attendance, length, location, and type of activity. MetroParks will coordinate and ensure that the required portable toilets and trash receptacles are present at the event. One portable toilet is included with the Park Grounds Fee. Fees for these services are in addition to the Basic Park Grounds Rental Fee.
6. For public safety purposes, MetroParks requires that certified Ohio Peace Officers are assigned to all but the smallest special events. The number of peace officers required at each event is determined by MetroParks based on the expected attendance, length, location, and type of activity. The MetroParks Police Division will coordinate and ensure that the required peace officers are present at the event. Fees for these services are in addition to the Basic Park Grounds Rental Fee and are payable directly to the assigned officer. There is a 4-hour minimum for each peace officer unless prior approval is received from the Executive Director of MetroParks or the Police Chief. Peace officers work in an off-duty status for the Event Organizer, but remain under the control and direction of the MetroPark's Police Division.
7. MetroParks reserves the right to solely determine if additional peace officers are necessary. 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. Fees for peace officers will be invoiced after the event has concluded by the MetroPark's Police Division. Payment shall be made directly to the individual officer(s) and shall not be made to MetroParks. Invoices must be paid within 14 days of receipt unless otherwise contractually arranged. MetroParks will suspend any responsible party and/or organization from

holding future events until such invoices are paid. Additionally, the responsible party and/or organization may be subject to legal action to obtain payment.

Cancellation of Events

1. MetroParks reserves the right to cancel any event and retain any deposits and fees paid if the renter 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, or fails to comply with the Special Event Contract and/or Lease Agreement to meet the fulfillment of their requirements.
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 with more than 90 days advanced notice of the scheduled date of the event, MetroParks will refund any fees paid, minus the Application Fee.
 - c. Cancellation with more than 30 days and less than 90 days advance notice of the scheduled date of the event, MetroParks will refund any fees paid minus a 20% processing fee, minus the Application Fee.
 - d. Cancellation with less than 30 days advanced notice of 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.

Basic Park Grounds Rental Fees for Outside Fundraising Special Events

Event Times	<i>Less than 4 hours</i>	<i>Between 4-8 hours</i>	<i>Over 8 hours</i>
For Profit Organizers:			
Weekday	\$100.00	\$200.00	\$250.00
Weekends (Friday, Saturday, and Sunday) and Holidays	\$250.00	\$500.00	\$700.00
Lake Rental (in addition to the above)	\$200.00	\$400.00	\$550.00
Non-Profit Organizer:			
Weekday	\$50.00	\$100.00	\$125.00
Weekends (Friday, Saturday, and Sunday) and Holidays	\$125.00	\$250.00	\$350.00
Lake Rental (in addition to the above)	\$100.00	\$200.00	\$250.00
<i>*Includes event set-up and tear down times</i>			

Event Parking Rate

Expected Attendance (Total of participants, spectators, officials, and volunteers)						
	<i>Less than 200 per event</i>	<i>Between 200-400 per event</i>	<i>Between 400-600 per event</i>	<i>Between 600-800 per event</i>	<i>1000 + per event</i>	<i>Rate</i>
Parking Rate Applied	1	2	3	4	AS DETERMINED	\$200.00/ per unit/ per day

Portable Toilet/ Trash Receptacles/ Dumpsters/ Fees for Outside Fundraising Special Events

Portable Toilets											Trash Receptacles/Dumpsters		
Number of attendees	Event length, in hours										Between 0-800 per event	1	
		1	2	3	4	5	6	7	8	9	10	1,000 + per event	As Determined
	50	1	1	1	1	2	2	2	2	2	2	Rate: \$125/ per day	
	100	2	2	2	2	3	3	3	3	3	4		
	250	2	2	3	3	3	4	4	6	6	8	<i>The required number of portable toilets and trash receptacles may be reduced when certain facilities such as the Ronald Reagan Lodge or the Athletic Complex is rented for the Special Event as determined appropriate by the Executive Director of MetroParks or his/her designee</i>	
	500	3	4	5	5	5	6	6	7	7	8		
	1,000	5	7	8	8	9	9	10	10	12	12		
	2,000	8	13	15	17	18	19	19	19	20	20		
	3,000	12	19	23	25	28	28	28	30	30	30		
	4,000	16	24	30	34	36	38	38	38	38	38		
	5,000	19	32	38	42	44	46	46	48	48	48		
	6,000	23	38	46	50	54	57	57	60	60	60		
7,000	28	42	54	60	63	66	66	66	66	66			
8,000	32	48	60	66	72	72	75	78	78	78			
10,000	38	60	75	84	88	92	96	96	96	100			
Rate: \$100.00/day per unit													
<i>*one portable restroom included with all rentals</i>													

Peace Officer Fees for Outside Fundraising Special Events

Expected Attendance (Total of participants, spectators, officials, and volunteers)						
	<i>Less than 200 per event</i>	<i>200 – 499 per event</i>	<i>500 – 749 per event</i>	<i>750 – 999 per event</i>	<i>1000 or more per event</i>	<i>Rate Per Hour</i>
Peace Officer Supervisor may be required as determined	As determined	2 Officers	2 Officers 1 Supervisor	3 Officers 1 Supervisor	4+ Officers 1 Supervisor	** 4 Hour Minimum Officer(Security): \$45 Officer (Traffic): \$50 Supervisor: Add \$5 per hour