

## **Operations Agreement**

### **The Roots N Blues N BBQ Festival – Stephens Lake Park September 26 - October 2, 2017**

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This agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2017 between the City of Columbia, Missouri (“City”) and Thumper Productions, L.L.C. (“Thumper Productions”).

The Parties agree to the following provisions for the operation of the 2017 Roots N Blues N BBQ Festival:

1. Approval is given to Thumper Productions to utilize Stephens Lake Park for the 2017 Roots N Blues N BBQ Festival September 29 through October 1, 2017, subject to the restrictions and conditions set forth in this agreement.
2. Set-Up Activities. Set-up for the event may occur beginning at 8:00 a.m. on Tuesday, September 26, 2017. All tents, port-a-johns, and other temporary structures used for the festival shall be removed and other clean-up completed by 5:00 p.m. Monday, October 2, 2017. All areas of the park outside the fenced festival area shall remain open to the public.
3. Other Requirements, Plans, and Technical Map.
  - a. Thumper Productions shall comply with the festival layout set forth in the Roots N Blues N BBQ Festival - Technical Map, which is attached to and made a part of this agreement.
  - b. Hours of Operation. Thumper Productions is allowed to operate the festival during the following hours: 4:00 p.m. on Friday, September 29, 2017, stage commencing at 11:00p.m.; 10:30 a.m., Saturday, September 30, 2017, stage commencing at 11:00 p.m.; and, 10:30:a.m., Sunday, October 1, 2017, stage commencing at 9:00 p.m.
  - c. Portable Generators. Thumper Productions shall provide City with information as to the number, size, and location of portable generators to be used at the Festival. Location of generators shall be shown on Festival Site Plan – Technical Map. Operation of the activity will be on Friday, September 29, Saturday, September 30 and Sunday, October 1, 2017.
  - d. Parking. Approval to hold this event does not authorize the parking or placement of any vehicles other than performance stages, tents, and concession operations on park property outside of designated parking areas. Vehicles utilized during festival set-up shall be the only vehicles allowed on the grass outside of any designated parking area. All vehicles, including those of event staff and volunteers, with the exception of event set-up are to remain on paved roads and/or

designated parking areas. Rented parking areas include the south upper lot and the Reichmann Pavilion lot.

- e. Portable Toilets. Thumper Productions shall provide portable toilets for the festival as noted in the park special use application. Toilets shall be placed in locations agreed to by event sponsor and park staff. Toilets shall be removed from park by 5:00 pm Monday, October 3, 2017. Information shall be included on the Festival Site Plan – Technical Map.

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Thumper Productions shall provide portable restrooms meeting ADA accessibility guidelines and to locate such toilets so as they can be accessed via an accessible route in accordance with ADA regulations.

- f. Management of Trash, Recycling, and Clean-up; Deposit. Thumper Productions shall submit a plan for review and approval by City staff detailing procedures to be used for the management of trash, recycling, and the clean-up of the park after the event. A deposit of \$1,000 is required for performance clean-up/damages. This deposit is refundable upon conclusion of the event if no significant clean-up or repair of damage to park facilities is required. Thumper Productions shall be responsible for the actual costs of repair, in excess of the \$1,000 deposit, if set-up/operation results in significant damage to turf.
  - g. Security Plan. Thumper Productions shall provide a Security Plan to outline procedures to be implemented in the event of an emergency situation during the event.
  - h. Severe Weather/Emergency Shelter Plan. Thumper Productions shall provide a Severe Weather / Emergency Shelter Plan to outline procedures to be implemented in the event of severe weather occurring during the event.
  - i. Thumper Productions shall provide City with a plan to ensure event is accessible in accordance with the City of Columbia Special Event ADA Awareness Information.
4. Alcohol Sales. Thumper Productions has requested permission to sell alcoholic beverages as part of the concessions operations. All sales of alcohol at the Festival shall comply with the following provisions:
- a. Alcoholic beverages shall be sold at the soda & bar stations shown on the Festival Site Plan – Technical Map, beer hawkers will be allowed to sell in the designated open container area.
  - b. Alcohol sales are limited to two (2) alcoholic beverages per sale; with the exception of wine as outlined in (d).

- c. Pouring of alcoholic beverages into anything other than the cup intended for the beverage is prohibited.
- d. One (1) bottle, equivalent of up to 25.4 ounces, may be served during a single transaction in a commemorative clear, plastic container. No glass bottles are allowed for distribution.
- e. Alcoholic beverages shall not be sold or served in glass bottles or glass containers. Alcoholic beverages shall be sold or served only in clear, plastic and commemorative cups, plastic bottles, or cans. Alcoholic and non-alcoholic beverages shall be served in containers that are distinctively different from each other.
- f. Bartenders and festival staff are responsible for insuring that ID's are checked before the issuance of wrist bands.
- g. Intoxicated individuals will not be served.
- h. Alcoholic beverages shall be served only at the following times: Friday, September 29, 2017 from 4:00 p.m., or when public safety personnel have declared the perimeter is secure, whichever is first, until 11:00 p.m.; Saturday, September 30, 2017 from 11:30 a.m. until 11:00 p.m.; and Sunday, October 1, 2017 from 11:30 a.m. until 9:00 p.m.
- i. All servers and event staff in the alcohol sales area are required to complete SMART training offered online by the University of Missouri on alcohol awareness and the restrictions listed above. Persons serving alcohol are required to carry a server certificate issued by the Department of Health and Human Services.
- j. Thumper Productions shall provide and keep in place signs at all bar stations stating: "ID Required – No More than 2 Drinks per Sale – Alcohol Sales End at 11:00 p.m. (Friday & Saturday) or 9:00 p.m. (Sunday)."

The alcoholic beverage sales may immediately be halted for noncompliance with any of the above listed conditions. The City of Columbia Police Department shall enforce these conditions and may require closure of all bar stations upon determining that any condition has been violated.

- 5. Admission Fees. Thumper Productions is authorized to charge admission to the fenced festival area. The ticketed area will be distinguished from the remainder of the park by fencing around its perimeter. Perimeter of fenced festival area shall be secured with a combination of fencing types including chain link fencing, four-foot tall orange fencing, and/or four-foot tall bike barricades.

6. Special Event Fee. Per City ordinance, the City's ticketed special event fee shall be charged for use of the park for this event. The ticketed special event fee includes two components, a reservation fee to reserve the park land for use by the festival and a participant fee per each ticket sold. The reservation fee is one hundred dollars (\$100.00) per acre for the total area of park land reserved for restricted access for those purchasing tickets to attend the festival; 49 acres x \$100 totaling \$4,900 reservation fee. The participant per ticket fee shall be calculated based on total ticket sales for the event. The fee is one dollar (\$1.00) per each twenty dollars (\$20.00) or less ticket sold and two dollars (\$2.00) per ticket costing twenty one dollars (\$21.00) – fifty dollars (\$50.00), and three dollars (\$3.00) per ticket costing fifty one dollars (\$51.00) or higher.

The participant per ticket fee based on actual number of tickets sold as verified by ticket audit shall be due within thirty (30) days following the date of the event. Payment of fees shall be coordinated with Park and Recreation Department Administrative offices (874-7460) and paid no later than thirty (30) days following the event.

City of Columbia reserves the right to request an audit of ticket sales at any time during pre-sale or after the event.

7. Signage. Signs and banners promoting the event may only be displayed in the park on the days of the event. All such signs and banners shall be temporary and shall be removed from the park upon completion of the event. Signage to be placed outside of park area (i.e. streets) shall be outlined in a signage plan to be submitted by the Thumper Productions to City. Signage outside of park area shall comply with the City's sign ordinance.
8. Concessions/Vendor Plan. Thumper Productions shall submit a Concessions/Vendor Plan for review and approval by City staff. The plan shall identify the type of concession equipment to be used including portable concession trailers, tents, generators, grills, fryers, etc. The plan shall include a festival site plan – technical map; indicating the location of concession facilities, identification of vendors, and shall outline plans for disposal of any waste generated by vendor operations.

Any ashes resulting from the use of portable charcoal grills are to be removed from the park. There is absolutely no dumping of the ashes on the grass or grounds of the park. All grease, frying oil, and other waste products resulting from vendor operations must be removed from the park. Thumper Productions is responsible for addressing these issues as part of the overall trash/recycling plan.

9. Ferris Wheel. Thumper Productions shall be allowed to add a Ferris wheel to the Festival layout plan provided that: (i) Thumper Productions shall be responsible for securing all necessary permits required in connection with the Ferris wheel; and (ii) the Ferris wheel operation shall comply with all federal, state, and local

laws, codes, rules, and regulations; and (iii) Thumper Productions shall take out and maintain insurance as set forth in this agreement; and (iv) Thumper Productions shall provide to the City of Columbia verification from the Missouri Division of Fire Safety-Amusement Ride Safety that the Ferris wheel has been inspected and met the agency's minimum qualifications.

10. Noise. In the event of a stage delay, Thumper is allowed a noise waiver until 11:30 p.m. on Friday, September 29, and Saturday, September 30; and 10:00 p.m. on Sunday, October 1, 2017, after notification and approval from staff is obtained.
11. Traffic Plan and East Walnut.
  - a. Thumper Productions shall install orange fencing along east Walnut and Stephens Lake Park walking trail per the traffic plan. The fence is allowed to have three (3) access points as indicated on the Technical Map; these points are only to be open until 7:00 p.m. on Friday and Saturday and 5:00 p.m. Sunday.
  - b. Thumper Productions shall post two (2) volunteers at each access point during the hours the gate is open to allow entry access for festival-goers and East Walnut residents. At 7:00 p.m. Friday and Saturday and 5:00 p.m. Sunday, security personnel will take the place of volunteers, secure fencing and no longer allow access at these points.
  - c. Signage will be posted at each open fence point indicating non-exit points.
  - d. The gate at the east end of Walnut will be opened Friday, September 30, 2017 at 9:00 p.m.; Saturday, October 1, 2017 at 9:00 p.m.; and, Sunday, October 2, 2017, at 6:00 p.m., to allow taxicabs to enter the closed roadway.
12. Street Closures and Parking Restrictions.
  - a. East Walnut Street from Old 63 to the cul-de-sac and Old 63, from Broadway to Hinkson, will be closed to thru traffic beginning at 3:00 p.m. Friday, September 29 through Sunday, October 1, 2017, at 9:00 p.m. Thumper entertainment shall work with the East Walnut Neighborhood Association for the distribution of colored passes to residents within the closed area to gain entry.
  - b. City shall restrict parking in the East Walnut neighborhood to permit parking only. City Street Division will set up temporary signage at the end of East Walnut and Old 63, Anita Ct., Brenda Ln., Elliot Dr., Calvin Dr., Divot Dr., Parkview Dr., Petite Ct., and Willow Way. Signage will be installed 24 hours in advance of the festival; electronic signage will be

placed the week of the festival to alert residents and citizens in the restricted parking.

- c. City shall restrict parking in Reichman Pavilion Parking lot for ADA parking only for the weekend of the festival. Signage will be printed and installed by Street Division.

13. Insurance. Thumper Productions shall obtain and maintain the following insurance in connection with the festival.

- a. Thumper Productions shall take out and maintain for the festival Employers' Liability and Workers' Compensation insurance for all of its employees and volunteers working in connection with the festival for the duration of set-up, execution and breakdown of festivities (September 26, 2017 thru October 2, 2017). Workers' Compensation coverage shall meet Missouri statutory limits. Employers' Liability limit shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit.
- b. Thumper Productions shall take out and maintain for the festival such Comprehensive General Liability insurance as shall protect it from claims for damages for personal injury including accidental death as well as from claims for property damage which may arise from festival operations, whether such operations be by itself or by any one directly or indirectly employed or otherwise working for it for the duration of set-up, execution and breakdown of festivities (September 26, 2017 thru October 2, 2017). The amount of insurance shall be not less than \$3,000,000.00 combined single limit for anyone occurrence covering both bodily injury and property damage, including accidental death.
- c. Thumper Productions shall take out and maintain for the festival Automobile Liability insurance in an amount not less than \$2,000,000.00 combined single limit for any one occurrence covering bodily injury, including accidental death and property damage, to protect itself from any and all claims arising from the use of motor vehicles operated by it in connection with the festival for the duration of set-up, execution and breakdown of festivities (September 26, 2017 thru October 2, 2017).
- d. Thumper Productions shall furnish City with a certificate of insurance that names the City of Columbia, its elected officials and employees as additional insureds in the amounts required in this agreement and that requires a 30-day mandatory cancellation notice.
- e. Along with the necessary licensing and inspection and the requirements set forth in Section 9, Sound Concepts shall provide a certificate of insurance with the City of Columbia, its elected officials and employees

named as additional insureds with coverage limits of no less than \$3,000,000 per occurrence/\$10,000,000 aggregate.

14. **HOLD HARMLESS.** To the fullest extent not prohibited by law, Thumper Productions shall indemnify and hold harmless the City of Columbia, its officers, agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising by reason of any act or failure to act, negligent or otherwise, of Thumper Productions, of anyone directly or indirectly employed by or otherwise working for Thumper Productions, or of anyone for whose acts Thumper Productions may be liable, in connection with the festival. This provision does not, however, require Thumper Productions to indemnify, hold harmless, or defend the City of Columbia from City's own negligence. The indemnification set forth herein is a continuing obligation and survives the expiration or termination of the agreement. It is not necessary for a Party to incur expense or make payment before enforcing a right of indemnity conferred by this agreement.
15. Additional Requirements.
  - a. Thumper Productions shall work with the Columbia Fire Department to have Fire and Emergency personnel on site during the operating hours of the festival.
  - b. Thumper Productions shall provide security, identification checking, emergency medical resources, fencing, and signage for the Festival.
  - c. Thumper Productions shall be responsible for compliance with the Operations Agreement regardless of the failure of any third party to fulfill its obligations or promises to Thumper Productions.
  - d. Thumper Productions shall secure all necessary City permits required in connection with the festival.
  - e. Thumper Productions shall comply with the Traffic, Transportation, and Parking Plans.
  - f. The Parties agree that Thumper Productions will provide 300 weekend tickets to the City of Columbia free of charge. The value of the donated tickets is \$40,500.00.
16. City's Responsibilities.
  - a. City shall provide trash and recycling services for the 2017 Roots N Blues N BBQ Festival in accordance with Solid Waste Plan.

- b. City shall waive the staffing costs for public safety.
  - c. City shall provide free bus services for the weekend of the festival. The buses shall maintain their regular routes and one additional return route at the end of each night of the festival. Thumper Productions shall supplement Transit services by providing shuttles to and from the downtown parking garages in accordance with the Traffic Plan.
- 17. No Waiver of Immunities. In no event shall the language of this agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
  - 18. Compliance with laws. Thumper Productions shall comply with all federal, state, and local laws, codes, rules, and regulations in the operation of the festival.
  - 19. The term of this agreement shall commence on the Effective Date and shall terminate six (6) months following the Effective Date.
  - 20. Termination by Convenience. City may terminate this agreement for its convenience.
  - 21. Termination by Default. Should Thumper Productions be in default of any provision of this agreement, City may immediately terminate this agreement.
  - 22. No Third-Party Beneficiary. No provision of the agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such person a third-party beneficiary under the agreement.
  - 23. Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
  - 24. Governing Law and Venue. This agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the Parties have executed this agreement on the day and year first above written.

CITY OF COLUMBIA, MISSOURI

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By: \_\_\_\_\_  
Mike Matthes, City Manager

ATTEST:

\_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor

THUMPER PRODUCTIONS, LLC

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

ATTEST:

\_\_\_\_\_

# The 2017 Roots N Blues N BBQ Festival

\*DRAFT - 7/28/17 - subject to change



Snow Fencing continues to Old 63

Located at Lake Parking Lot:

- COMO Connect Day Drop-Off/Pick-up
- Uber Drop-Off/Pick-up

## NOTES:

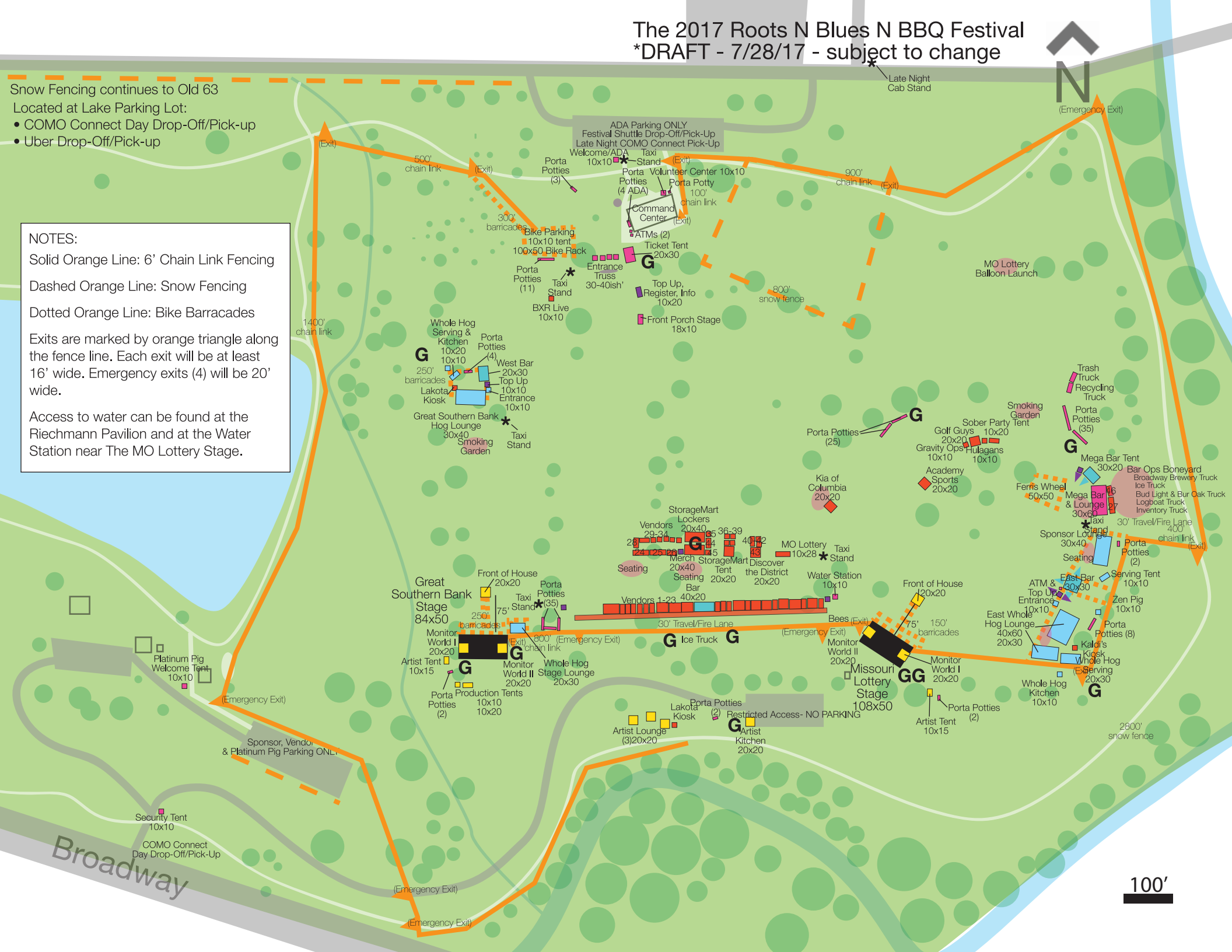
Solid Orange Line: 6' Chain Link Fencing

Dashed Orange Line: Snow Fencing

Dotted Orange Line: Bike Barricades

Exits are marked by orange triangle along the fence line. Each exit will be at least 16' wide. Emergency exits (4) will be 20' wide.

Access to water can be found at the Riethmann Pavilion and at the Water Station near The MO Lottery Stage.



Broadway

100'