



City of Rockwall
The New Horizon

THE HARBOR EVENT GUIDELINES

Thank you for your interest in **The Harbor Event Space**. The City of Rockwall lake-side venue offers a beautiful and flexible location that will accommodate a wide variety of events from small gatherings to festivals. It features spectacular fountains and spray plaza; an amphitheater and stage area, lighted promenade; green lawns; and electrical and water hook-ups.

The Harbor Event Space is located just off of I-30 on the east side of Lake Ray Hubbard, adjacent to the Harbor retail shops, restaurant, movie theater and convention hotel. Other area attractions include the Downtown Shoppes, Rockwall parks and trails.

A variety of events are encouraged in The Harbor Event Space, however applications must be submitted and will be reviewed on a case-by-case basis. These guidelines are intended to help applicants plan their event and apply for a special event permit.

The minimum requirements to apply for a **SPECIAL EVENT PERMIT** are:

- Completed application
- Application fee (non-refundable)
- Security Deposit
- Site plan of event, showing all temporary set-ups, traffic flow, and directional signage plan
- Proof of required insurance

Mailing address and Contact information:

Andy Hesser, Parks and Recreation Manager
Parks and Recreation Department
385 S. Goliad
Rockwall TX, 75087
972-771-7761; 972-771-7762 FAX
ahesser@rockwall.com

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APPLICATION PROCEDURES

All special events held at The Harbor are required to be conducted and held pursuant to the Special Event Permit issued through the City of Rockwall. The following guidelines apply to special events which require exclusive use of any area within The Harbor Event Space:

1. An applicant or individual desiring to apply for a permit shall contact the Parks and Recreation Manager to inquire about available dates for the event. Subject to the terms of these guidelines, an event returning to the Harbor for a successive year may be given priority consideration for the same time period in which it was held in the previous year(s).
2. A Special Event Application from must be completed and submitted to the Parks and Recreation Manager no less than 60 days prior to the proposed event. The City may waive the 60 day requirement if the application can be processed in a shorter time period, taking into consideration the nature and scope of the proposed event.

Private social functions, such as weddings, birthday parties, bar mitzvah, bat mitzvah and other such celebrations, must submit an application no less than 30 days prior to the event.

The application shall contain, without limitation, the following information (all such information is public information subject to the Texas Public Information Act and other applicable laws):

- a) Application Information – applicant name, organization name, type of organization, address, city, state, zip code, e-mail address, web site address, phone number, fax number, mobile phone number and event on-site phone number & mobile number.
- b) Event Information – event name, event date(s) and time(s), type of event, previous dates, previous attendance, expected attendance, admission fee, estimated budget, proposed event area, setup dates, teardown dates, event sponsors and beneficiaries.
- c) Advertising and Promotion – listing of type of advertising and promotions, including radio, television, print ads, press releases, fliers, posters, direct mail, etc.
- d) Event special features – plans for sound amplification, stage, dance floor, food and beverage service (include names of caterer/concessionaire), sale or distribution of alcohol, open

flames, cooking, road closures, tents or canopies, temporary fencing, restrooms, sinks, dumpsters, trash containers, trash collection, electrical service, rentals, professional or valet parking, climate control, pyrotechnics, seating, animals, barricades, sale of tickets, bicycles, decorations, golf carts, inflatables, security, transportation, signage or any other special features associated with the proposed event.

- e) Insurance – evidence of insurance conforming to the requirements set forth in these guidelines in paragraph 18, including name and contact information of insurance agency.
- f) References – list of four organizations applicant has done business with in connection with the proposed event.

3. Along with the completed application, submit a non-refundable application fee as outlined below plus the required security deposit as outlined in 12a. No application fee is required for a returning event, provided that there are no significant changes to the previous year’s application, as determined by the Parks and Recreation Director. If the application is not approved, the security deposit will be refunded to the applicant. Checks should be made payable to the City of Rockwall. Payment of the application fee and deposit does not constitute permission or approval to hold the event.

ESTIMATED ATTENDANCE	APPLICATION FEE
Less than 1,000	\$75
More than 1,000	\$150
Fee is Waived for Public/Civic Groups	

REVIEW AND CONSIDERATION OF APPLICATION

4. The special event committee will review each application and make a final determination for a permit within 10 days after a complete application, including all required fees, has been submitted to the Parks and Recreation Department. The committee may determine that clarifications or additional information may be necessary for proper consideration of an application; therefore additional time may be necessary to make a final determination on the application. An applicant shall promptly provide such clarification or additional information.

5. The committee may approve, approve with conditions, or deny any application. If the committee determines at any time after approval that the event is not in compliance with the permit, the Parks and Recreation Director may revoke the permit. The City of Rockwall does not discriminate on the basis of race, color, creed, national origin, political or religious beliefs, gender, age or disability.

The committee will consider the following factors when reviewing an application:

- a) Does the application establish that there will be ample opportunity to properly plan and prepare for the event?
 - b) Do the proposed dates and/or location for the event conflict with a current or planned special event or activity within the city?
 - c) Does the applicant have previous professional experience hosting an event of this nature or scope?
 - d) Has the proposed event been held in the City of Rockwall before?
 - e) Is the event likely to promote tourism by attracting out of town visitors?
 - f) Is the event likely to have a positive economic impact by generating revenue for Rockwall hotels, restaurants or merchants in Rockwall?
 - g) Will police, fire and other City services be unduly burdened or adversely affected by the event?
 - h) Is the event reasonably likely to cause injury to persons or property; to create a disturbance or disorderly conduct?
 - i) Does the applicant owe any taxes, fines or other fees to the City of Rockwall?
 - j) Such other factors as the committee may deem necessary or important in evaluating an application and the events impact to the City.
6. The Parks and Recreation Manager shall notify an applicant in writing of the committee's decision to deny or approve an event. If the application is approved, the notification must advise the applicant of the minimum staffing levels for the event, any specific requirements imposed by the committee and the time frame for completing such requirements.
 7. The committee's decision of denial may be appealed to the City Manager. The appeal must be made in writing and filed with the Parks and Recreation Department within 10 days after the date of

denial. If such appeal is not made within the 10-day period, the decision of the committee shall be final. The appeal shall be decided by the City Manager within 30 days after the date of the properly filed appeal.

8. Any permit that confers the privilege to the use of The Harbor or portion thereof as applied for by the applicant and approved by the City does not grant any interest or estate in the City or any portion thereof or in any other premises of the City of Rockwall, but is a mere personal privilege to do permitted acts of a temporary nature within The Harbor or portion thereof in accordance with the permit, these guidelines, and all applicable laws, rules, standards, policies and regulations of the City of Rockwall and any other governmental authority.

PAYMENT OF FEES

9. All fees payable to the City of Rockwall in connection with an application and special event shall be paid with a check money order or credit card (as directed by the Parks and Recreation Manager, may be subject to a 1% fee) to the City of Rockwall and not later than the time period set forth in these guidelines.
10. SECURITY DEPOSIT OR PERFORMANCE BOND – The minimum security deposit, as outlined in paragraph 12a (the “security deposit”), shall be required at the time an application is submitted to the Parks and Recreation Manager. The security deposit shall be refunded, if at all, in accordance with these guidelines. Depending upon the scope and nature of the proposed event, the City may use its discretion to increase the amount of the security deposit and may require additional security for the performance of all the terms and conditions of the permit (including, without limitation, the compliance with all of the terms and conditions of these guidelines) in the form of a security (performance) bond, letter of credit, or a cashier’s check made payable to the City of Rockwall (“additional security”).

A pre-event and post-event site inspection may be conducted by the applicant and Parks and Recreation Manager to determine existing conditions. The City may apply all or part of the security deposit and additional security if any, to any charges due from the applicant or cure any default of applicant under the permit (including, without limitation, charges related to the clean-up, and

restoration of The Harbor Event Space). The City shall refund to the applicant any portion of the security deposit and additional security, if any, not used by the City in accordance with the permit.

11. ESCROW DEPOSIT FOR CITY SERVICES – When City services (including, but not limited to, personnel and equipment from police, fire, emergency medical services, parks, or public works) are to be provided, an escrow deposit must be provided to the City at least 10 days prior to the event in the amount established by the Special Event Committee in a budget for estimated service costs provided by the Parks and Recreation Manager. Said budget shall be provided to the applicant at least 60 days prior to the event. Within 30 days after the event, the City shall furnish to the applicant or host a statement reflecting the actual costs incurred by the City for such services. Actual Service Costs shall be deducted from the escrow deposit and retained by the City. If the escrow deposit exceeds the actual service costs, the City shall refund the excess amount. If the escrow deposit is not sufficient to pay the Actual Service Costs, the difference must be paid by the applicant or host within 10 days after receipt of notice to pay from the City. Any interest earned on the escrow deposit shall accrue to the benefit of the City.

12. FEES-

- a) ELECTRICAL CONNECTION FEES – All 120 volt duplex outlets located in light poles, bollards, or in-ground are available at no charge as a courtesy. There are 2 - 200 amp “cam-lock” adapters for connecting a 208 volt, 3 phase generator. There is one located behind the stage of the amphitheater and the other is behind the spray plaza. If additional power is required, it will need to be provided by the applicant and safely run above ground.
- b) COMMISSION FEES – In addition to the space rental fees, the applicant shall pay the City, within 30 days after the event, a commission equal to 10% gross of all food and beverage concessions sold during the event from private vendors. The security deposit will not be released until the City has received the commission.
- c) SPACE RENTAL FEES – The following are the space rental fees and security deposit assigned to each area within The Harbor Event Space:

Fifty percent of the space rental fee is due to the Parks and Recreation Department at time the reservation is made. Receipt of the remaining 50% of the space rental fee is due no later than 30 business days prior to the first date of the event. Reasonable setup and teardown days that occur Monday through Friday will be included in the space rental fees and negotiated on a case-by-case basis.

Fees: Rental Fees include appropriate number of staff for restroom/facility cleaning, trash removal, maintenance, etc during the duration of the event including set-up and tear-down.

Rental times must include adequate time for set-up and tear-down.
All rentals are for a four (4) hour minimum.

“Civic Event” Fees

Amphitheatre	97,000 sq. ft.	\$100.00 per hour
Lower Plaza	78,000 sq. ft.	\$100.00 per hour
Upper Plaza	82,000 sq. ft.	\$100.00 per hour
Total Area	257,000 sq. ft.	\$200.00 per hour

“Private Event” Fees

Amphitheatre	97,000 sq. ft.	\$240.00 per hour
Lower Plaza	78,000 sq. ft.	\$240.00 per hour
Upper Plaza	82,000 sq. ft.	\$240.00 per hour
Total Area	257,000 sq. ft.	\$600.00 per hour

Rental Periods: All rentals must be done in the following time slots.

- 8am-12pm
- 1pm-5pm
- 6pm-10pm

Additional Equipment: Generators, Barricades, Tables, Chairs, Linens, Tents, etc. will be available for rental at cost plus 20%. A detailed map describing layout will be collected at the time of facility booking.

Insurance: Rentors will be responsible for securing event insurance. A list of available vendors will be provided at rentors’ request.

Public/Civic Groups: Defined as any bona fide charitable, religious, educational or philanthropic group that serves the citizens of Rockwall County.

Fee Waiver Request: Facility Rental Fees may be waived at the discretion of the City Council for events held at The Harbor. The only fees eligible to be waived are FACILITY RENTAL FEES. Direct costs incurred associated with any rental are NOT eligible to be waived. Examples of these costs, but not limited to, are: staff overtime, rental of tables, chairs, dance floor, generator, barricades, fences, restrooms, trash services, required insurance, traffic and parking control, costs associated with repairing damage during rentals, and tents. All other conditions stated herein apply and shall not be waived.

Political action groups, political parties and political candidates do not meet the qualifications for the public/civic group rate.

CANCELLATION AND REVOCATION POLICY

13. The City may, in its sole discretion, postpone, cancel, suspend or close any special event or revoke a permit for any of the following reasons: force majeure event (force majeure event means and includes fire, casualty, strikes, lockouts, labor trouble, inability to procure materials or supplies, failure of power, government authority, inclement weather, acts of God, war or terrorism or the potential or actual threat thereof, public safety or public welfare considerations, riots, strikes, or location, national or international emergencies, or other reasons of like nature). The City shall have no liability for such postponement, cancellation, suspension, or closing. Further, the City shall have no liability from the failure to postpone, cancel, suspend, or close the event for the above-listed or for any other reason.
14. The City may revoke a permit at any time due to the failure of the applicant or host to comply with any of the terms and conditions of the permit, with the guidelines of The Harbor or any other rules and regulations of the City. The failure by the City to revoke a permit or to exercise any right, power or authority shall not constitute a waiver of the terms or conditions of the permit and shall not affect the rights of the City to enforce against any other or subsequent breach by the applicant.
15. The revocation of a permit does not prohibit the City from exercising any and all additional rights and remedies available at law or in equity as a result of the applicant or host's failure to comply with the terms and conditions of the permit, or other ordinance, rule or regulation of the City.

16. Applicant shall notify the Parks and Recreation Manager in writing if he/she intends to cancel or change the dates of the event. No refunds of any space rental fee or security deposit shall be made if the applicant cancels the event for any reason whatsoever within 90 days of the scheduled date.
17. If the event is cancelled or postponed due to a force majeure event, applicant may reschedule the event at no charge within 90 days following the original date of the event, subject to availability of the scheduled location.

INSURANCE REQUIREMENTS

18. The applicant or host and all contractors and subcontractors shall purchase and maintain insurance at their own expense in the following minimum amounts during the event, and during setup and teardown.

a) General Aggregate	\$2,000,000
b) Product/complete operations Aggregate	\$1,000,000
f) Personal & Advertising Injury	\$1,000,000
g) Per Occurrence	\$1,000,000
h) Medical Exp. Coverage/ per person	\$5,000
l) Damage Premises Rented to you	\$300,000
j) Liquor Liability Endorsement*/ per claim	\$1,000,000

* If Applicable

The committee shall review the sufficiency of the required policies and, based upon the nature of the event, request reasonable changes or increases in coverages. Upon such request, the applicant shall immediately increase the limits of such insurance to an amount satisfactory to the City and make other reasonable changes as requested. The amount required by the Committee shall be commensurate with other events of the nature and subject event.

All such insurance shall be issued by a carrier that is rated "A-:VII" or better by A.M. Best's Key Rating Guide and licensed to do business in the state of Texas; name the City of Rockwall as an additional insured on a primary basis in all liability coverages and include a waiver of subrogation endorsement in all coverages.

Certificates of Insurance shall be delivered to the Parks and Recreation Manager within 30 days prior to the first day of the event. Each such certificate shall provide that it shall not be cancelled without at least 30 days written notice thereof being given to the City. Certified copies of insurance policies shall be furnished to the City upon request.

GENERAL RULES AND REGULATIONS

19. COORDINATION OF CITY SERVICES – To best serve the safety and welfare of the public, and to maintain the integrity of The Harbor, it is the general policy of the City that certain services shall be provided by the City with the applicant or host reimbursing the City upon demand for all costs associated with the provision of such services (referred to in these guidelines as “city services”). City services include, among other things, police protection, crowd control, fire protection, emergency medical services, park maintenance, street closures, and traffic and parking control. The committee will determine the minimum staffing levels needed by the City to provide city services for an event. The City of Rockwall assumes no liability arising or resulting from the determinations of such minimum staffing levels or the requirements of city services for any special event. There will be a 4-hour minimum charge for each City of Rockwall employee engaged by the applicant in connection with an event. Depending upon the scope and nature of the event, the City may require in its discretion that the applicant pay the City for a City employee to serve as an overall on-site EVENT COORDINATOR, whose responsibility will be to coordinate the provision of city services.

20. PUBLIC SAFETY – At an event, off-duty and/or on-duty Rockwall police personnel shall provide the following functions: public safety and crowd control, overnight security and backstage security, escort for entertainment, escort for transportation of cash, and supervision of street closures and parking. The number of police officers and supervisors required will depend upon the type of event and estimated attendance. The Chief of Police shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along a street or part thereof in connection with a special event and may post signs to such effect.

21. FIRE PROTECTION AND EMERGENCY SERVICES – At an event, off-duty and/or on-duty EMS/Fire personnel shall provide the following functions: fire prevention, fire protection, emergency and medical response. The number of fire and emergency personnel required will depend upon the type of special event and estimated attendance. If an applicant desires pyrotechnics for an event, a written request for pyrotechnics displays shall be included with the application. Fireworks, open pit fires, bonfires are strictly prohibited at all times. The City of Rockwall shall not be responsible for reimbursing applicant for potential lost revenue from the sale of tickets or for reimbursing the applicant or host for the cost of previously sold tickets that are denied entrance to an event once the fire department of event coordinator has determined the event shall be closed or postponed due to inclement weather or for other reasons.
22. STREET CLOSURES - Certain streets within the City of Rockwall may be temporarily closed to limit or exclude vehicular and/or pedestrian traffic prior to, during and after any special event. Applicant shall submit its request for any such street closures at the time of the application. The committee shall consider such request in evaluating the application, and may recommend additional or fewer street closures. Some street closures may require consent of businesses and property owners in adjacent areas. The applicant shall submit for approval a road closures plan showing the layout of all barricades and signs. The City's street department shall supervise the placement of all barricades and signs placed on public streets or any public right-of-ways. The rental cost of the barricades and signs shall be the responsibility of and paid for by the applicant or host, which costs shall be paid in advance of the special event if required by the Parks and Recreation Manager.
23. PARKING AND TRANSPORTATION –
- a) Applicant recognizes and acknowledges that parking facilities may be shared with other persons renting the event space, or at the Harbor retail space.
 - b) If the applicant or host anticipates using the gravel parking north of Lakefront Trail, the applicant shall hire a professional parking company (subject to the approval of the special event committee) to ensure that motor vehicles are parked safely and efficiently. At least 30 days prior to an event, the applicant shall submit a comprehensive parking plan which

identifies where parking is proposed for an event, staff needed, equipment vehicles, event participants, patrons, handicapped patrons, media and special guests.

- c) If it is anticipated that an event may exceed the parking spaces available, the applicant or host shall solicit permission from off-site property owners in order to use additional spaces. If these remote parking spaces are to be used by the applicant for the event, it is recommended that event patrons be offered the opportunity to ride a shuttle bus or similar means of transportation. Shuttle bus or similar means of alternate transportation shall be at the sole cost of the applicant. The applicant shall submit this request as part of the application.
- d) Any parking directional signs required by the City will be the responsibility of the applicant.
- e) Overnight parking of motor homes, travel trailers and campers is prohibited in The Harbor area.
- f) For all private events such as weddings, private parties, etc., the host must provide valet parking services for the event at the organizer's expense. The valet drivers shall utilize the City owned parking lot on Lakefront Trail to park vehicles. Public events may be required to utilize a valet parking service to be used when deemed necessary by the Special Events Committee.

24. SITE PLAN

- a) A conceptual site plan of the premises to be used for the event must be submitted at the time of filing an application for a permit. A final site plan which must be approved by the special event committee, shall be submitted 30 days prior to the event, and must show a detailed diagram drawn to scale of the event including: the location of concession and display booths, portable toilets, trash receptacles, locations and orientations of stage and loudspeakers, locations for electricity and water, and other relevant elements. Once the final site plan has been approved, it cannot be altered without the prior written consent of the Parks and Recreation Manager.

- b) Small changes to the preliminary or final site plan may be made after consultation with the Parks and Recreation Manager or designee. A walk-through to verify that the actual setup of the event site meets with the approved final site plan will be conducted prior to the event opening. Applicant is required to adhere to the determined occupancy number, and violation of the occupancy number can result in penalties and/or fines, and/or revocation of the permit.

25. PROPERTY MANAGEMENT

- a) Removal or alteration of any part of the special event space is strictly prohibited, except as otherwise approved in writing by the Parks and Recreation Manager or designee.
- b) It is the responsibility of the applicant to locate the permanent amenities and fixtures such as: sprinkler heads, drainage grates etc. prior to construction of an event. Upon completion of the event the applicant shall promptly repair and/or replace, as appropriate, any damage to the event space or any other premises or property so as to restore the same to the order, condition and state of repair prior to the special event. If the applicant fails to promptly repair, replace and restore such property, the City may do so and deduct the costs thereof from the security deposit or additional security.
- c) Vehicular traffic is allowed within the event space during setup and teardown; however, applicant shall restrict subcontractors and delivery trucks to the designated sidewalks or driveways that support vehicular traffic. (areas noted on map) Exceptions may be permitted by the Parks and Recreation Manager on a case by case basis. Applicant may be required to provide mats to access areas other than designated concrete sidewalks at the sole cost of the applicant.
- d) Applicant shall obtain permission from the Parks and Recreation Manager to erect a temporary structure or install a temporary service. Temporary services must be indicated on site plan. Examples of temporary services include, but are not limited to: freestanding tents, stages, fences, bleachers, electrical service or generators and telephone service.

- e) Carnival rides are not permitted within the boundaries of the Harbor Event Space.
- f) Applicant shall use only a licensed master electrician for the connection and use of temporary power.
- g) Applicant may be required to contract with a commercial and permitted waste hauling company, approved by the Parks and Recreation Manager for storage containers to hold trash and litter collected throughout the event if crowd size is deemed large enough to exceed on-site trash receptacle capacity. Overnight storage of garbage, trash or other debris shall be in metal containers with lids.
- h) Personal property, equipment, tents and other facilities erected for the event that are not removed from the licensed premises after the close of the event within the period required by the Parks and Recreation Manager may be removed and stored by the City at the expense of the applicant, planner or host. The City and its officials, officers, employees and agents shall not be liable for any damage to or loss of any such property or facilities sustained during removal and storage of such property, equipment, tents or other facilities and the applicant, planner or host shall indemnify the City, its officials, officers, employees and agents against all claims for such damage or loss.
- i) The Harbor Event Space features a limited number of permanent restroom facilities; however, additional portable toilets may be required to be located at the event site by and at the sole cost of the applicant based on the nature and scope of the event, and estimated attendance of the event. A minimum of one handicap portable toilet is required at each restroom location. The applicant is responsible for the maintenance and cleanup of the portable toilets.
- j) Applicant shall maintain any portion of the Event Space and all other property and facilities used by the applicant in connection with the event in good, first-class condition. If applicant fails to do so, the City may perform such maintenance, or repair of any such portion or property and the applicant shall pay the City upon demand the reasonable cost of performing such maintenance or repair. If the City performs such maintenance or repair, the City may deduct

the cost thereof from the security deposit or additional security and if such amount is not sufficient to cover such costs, the applicant shall promptly reimburse the City the difference between such costs and the amount of any security deposit or additional deposit.

- k) The applicant shall dispose of waste (any water from food preparations, hand washing facilities, water washing facilities, ice water draining from canned or bottled drinks, etc.) properly.

26. CONCESSIONS

- a) Concessionaires and caterers must be approved by the City and must obtain a health permit from the City of Rockwall a minimum of 30 days before the event and pay any required fee for the Temporary Food Service License.
- b) Health inspections must be performed prior to the event being open to the public. To schedule the inspector for a site visit, call 972-771-7700.
- c) Presence of alcohol on Harbor Event Space premises shall comply with city ordinance and established policies and guidelines. (*a copy is available upon request*)
- d) Table covers are required for all non-impervious serving and eating tables
- e) Glass containers are prohibited
- f) Applicant shall ensure that participants, spectators and patrons do not carry alcoholic beverages into or out of the event.

27. NOISE – No loud, excessive or unusual noise is allowed between the hours of midnight and 7 a.m. during setup, operation of tear-down of the event. Failure to comply with a request from the Police Department concerning noise may result in the immediate revocation of the Special Event Permit.

28. BANNERS AND SIGNS – All posters, graphics, banners and signs placed through the Harbor Event Space and the City of Rockwall shall be professionally executed, and comply with any applicable ordinances, rules or regulations of the City, and be approved in

writing by the Parks and Recreation Manager. The applicant shall obtain prior written permission from the Code Enforcement Department to hang signs in any area of the Event Space or City. All signs shall be designed and constructed such that they do not leave adhesive residue on property when removed. Balloons released or other inflated signs anchored to the ground, a building or other structures are prohibited.

- a) Permanent Harbor signs – Applicant shall not remove or cover up any of the permanent signs within the Harbor Event Space or Harbor Retail areas.

- b) Event Signs – Sponsorship and event signs are allowed within the district on the designated light posts and perimeter of the special event space with the approval of the special events committee. These banners shall be hung using only the brackets provided by the City of Rockwall or cable tie. Event signs shall be displayed according to the timeline approved by the Parks and Recreation Manager.

- c) Directional and Promotional Signs – Applicant shall not erect, maintain or display placards, signs of any form of advertising anywhere within the City without the prior written consent of the Code Enforcement Department. Any placard, sign or other form of advertising erected, maintained or displayed without such consent may be removed by the City at the applicant's expense. The City of Rockwall shall supervise the placement of all directional/promotional signs placed on public streets. The rental cost of directional signs, as determined by the Parks and Recreation Manager, will be the sole responsibility of the applicant.

29. OCCUPANCY – The maximum occupancy will vary depending upon the scope and set up of the event; however it is estimated at approximately 8,000 – 10,000 (assuming 12 square feet per person no added infrastructure). Applicants are responsible for safely estimating occupancy and accounting for the number of patrons attending their event. Ticketed events shall be monitored by the number of tickets sold plus the number of free tickets given to patrons. The City EVENT COORDINATOR (as defined above in paragraph 19) if any, shall have the authority to close the gates and restrict entrance to patrons once an event has reached its maximum capacity. The City of Rockwall shall not be responsible for reimbursing applicant for potential lost revenue from the sale of tickets once the Event Coordinator has determined the event has

reached its maximum capacity and closed the gates. The City of Rockwall will also not be responsible for reimbursing patrons for previously purchased tickets if patron is denied entrance because an event has reached maximum capacity.

30. INDEMNITY – An applicant for a special event permit must execute a written agreement to indemnify the City and its officers and employees against all claims of injury or damage to persons or property, whether public or private, arising out of the special event.

31. DISCRIMINATION - No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in connection with a special event based on the grounds of race, color, national origin, political or religious beliefs, gender, age, or disability. Applicant shall, at applicant's sole expense, cause the event to comply with the Americans with Disabilities Act.

32. COMPLIANCE WITH ORDINANCES, LAW AND REGULATIONS
 - a) In addition to complying with all conditions of the Permit and all applicable City ordinances, regulations, rules, policies and guidelines, the applicant or planner must comply with all applicable federal, state and county laws, rules and regulations. It is the responsibility of the applicant to obtain all permits necessary to conduct the event and all permits required by other governmental authorities shall be obtained and adhered to.

 - b) A holder of a permit may not and shall have no authority to assign, sell, transfer, pledge, encumber or otherwise convey a permit or any rights, duties, responsibilities or obligations thereunder, and any such conveyance shall be null and void and may, in the discretion of the City, result in the revocation of the Permit. No rights granted by a permit shall create rights in anyone other than the permittee.

 - c) No interest shall be paid on any funds paid to or deposited with the City of Rockwall in connection with an application or a permit for an event. Interest, if any earned on such shall accrue to the benefit of the City.

 - d) The City of Rockwall may hold itself exempt from any of these guidelines.

- e) The City through its officials, employees, agents and representatives shall have the right at all reasonable times to enter upon all premises used in connection with the special event for the purpose of inspecting the premises, or observing the performance of obligations hereunder, and for the doing of any act or thing which the City may be obligated to or have the right to do under the permit or the guidelines of the City or any other applicable city ordinance, rule or regulation.
- f) The applicant shall pay all taxes and unemployment insurance for persons employed by the applicant as may now or hereafter be imposed under any state or federal law, and shall defend and indemnify the City from any such contributions or taxes or liability therefore.
- g) Applicant shall list and show the City of Rockwall logo in all materials that promote the event. The special event committee shall approve all such promotional materials prior to publication.
- h) The Parks and Recreation Manager or his/her designee shall have the right, at no cost, to attend and photograph for promotional purposes any event held in the Harbor Event Space.
- i) The City of Rockwall personnel policies prohibit any employee of the City from accepting loans, advances, gifts, gratuities or any other favors from anyone doing business with the City.
- j) Applicant recognizes and acknowledges that the other parties may rent a portion of the event space, and applicant agrees that its activities shall not interfere with other parties' use of the event space.
- k) The sale, possession, storage, or consumption of alcoholic beverages on the rented premises must be in compliance with Texas Alcoholic Beverage Code and the Ordinances of the City of Rockwall.