



# WATERHOUSE PAVILION AT MILLER PLAZA

## WATERHOUSE PAVILION AT MILLER PLAZA PRIVATE RENTAL REQUIREMENTS

“Exhibit A” | Revised August 2021

### MILLER PLAZA and WATERHOUSE PAVILION

Miller Plaza (hereinafter referred to as “the Plaza”) is a privately owned park facility owned by the River City Company (hereinafter referred to as “the Manager”) and dedicated to public enjoyment and civic activities. Waterhouse Pavilion (hereinafter referred to as “the Pavilion”) is an approximately 3,136 square foot (56'x56') enclosed structure located in the southwest corner of the Plaza at the corner of ML King Boulevard and Market Street.

### MANAGEMENT

Manager owns, manages, and operates the Pavilion. All persons or groups wishing to use the facility shall make all arrangements through the Manager.

### RENTAL AGREEMENT

An organization or individual (hereinafter referred to as “the Licensee”) wishing to use the Pavilion must submit a written request detailing the proposed event and technical requirements and must specify the date(s) and time(s) desired. The basic fee covers use of the Pavilion, including the restrooms, dressing rooms and catering prep kitchen in the main building, and full access to the Plaza. The rental fee also covers the use of the 4 TVs in the pavilion and the use of 30 bistro tables, 125 chairs, 20 6ft. tables, 2-4ft round tables, 10 highboy tables, 200 white folding chairs, 2 Industrial Farmhouse wooden bars and 2 Industrial Farmhouse tables with benches. Your rental fee also covers one (1) security personnel for your event, furniture setup and breakdown, event insurance and a day of venue coordinator (1 hour) to help with initial setup.

### MILLER PARK

Miller Park (hereinafter referred to as “the Park”) is a public space owned and operated by The City of Chattanooga and located adjacent to the Plaza and Pavilion, separated only by Martin Luther King, Jr. Boulevard. The Park is not included in the rental of the Plaza or the Pavilion. Manager has no control over the park and is not responsible for any noise or other disruptions to Licensee’s event as a result of activities in the park. If Licensee wishes to rent Miller Park from the City of Chattanooga to avoid such disturbances, it is the Licensee’s full responsibility to do so by contacting [www.chattanooga.gov/parks](http://www.chattanooga.gov/parks).

### HOURS OF OPERATION

Including set-up and breakdown, the event must be held between 9:00 am and 11:00 pm, Monday through Sunday. Additional hours will be billed at \$200 or \$300/hour, dependent on date and type of event. If event runs past the time frame in the signed contract, the additional hour(s) will be deducted from the \$600 Damage & Cleaning Deposit.

## RENTAL FEES AND CONDITIONS

- \$3,550 for Saturday Rentals - All day rental from 9am until 11pm
- \$3,150 for Sunday Rentals - All day rental from 9am until 11pm
- A Saturday or Sunday rental for the client who wishes not to have an all-day rental, a hourly rental rate of \$300 per hour with a rental minimum of four (4) hours is available.
- \$200 per hour for a Monday through Thursday rental with a three (3) hour minimum
- \$300 per hour for a Friday rental with a four (4) hour minimum
- Rental hours include setup and cleaning
- Manager will setup furniture prior to each event
- Any Additional setup: banners, lights, arches, etc. will be charged additional fees
- Upon execution of signing the rental contract, and in conjunction with the down payment, the Licensee will deposit the sum of \$600 to the Manager, which is to be held as collateral security. In the event that the client adheres to the rules and regulations of this contract, the property is left in the condition that it was found, no damage is done, and the client stays within their rental hours, the Manager will mail a \$600 check to the Licensee the week after their event.
- The Pavilion shall remain open for PUBLIC USE from 9:00am-3:30pm, Monday-Friday when not in use for a private event.
- The Pavilion is closed on all holidays recognized by the Manager unless determined differently by the Manager.
- The Pavilion accommodates 200 people seated and 300 standing, depending on floor plan.
- The Pavilion has heated floors and electric wall mount heaters during the winter and has (4) high volume, low velocity industrial fans to assist in cooling in the summer but IS NOT air- conditioned.
- The fountains at the Plaza run at the discretion of Manager and should not be considered a water feature guaranteed by Manager. Generally, these fountains operate from March/April through September/October.

## FEE & DOCUMENT SCHEDULE

- To secure the date, the Licensee must submit the following to the Manager:
  - » Signed copy of the Rental Agreement
  - » Initialed copy of Rental Requirements (bottom right of each page)
  - » One-half of the fee to reserve the event date/time
  - » \$600 damage and cleaning deposit
- Due no less than sixty (60) days prior to the scheduled event:
  - » Remaining balance of the total fee
  - » Event Floorplan/s
  - » Caterer Certificate of Insurance (COI)
  - » Bartenders ABC license if not covered under a professional caterer

A \$35.00 service charge will be assessed for any returned checks.

Licensee is required to clean and return possession of the Pavilion in essentially the same condition as when the event began. A six-hundred-dollar (\$600.00) damage and cleaning deposit must be paid with Licensee's initial down payment. The deposit will be refunded if Manager determines that the Pavilion or Plaza were returned in its pre-event condition. All trash generated by the event must be bagged and placed in a location indicated. Clean-up should cover all areas affected by the event, including restroom facilities, and must be complete immediately following the event. If these clean-up conditions are not met, the deposit will not be refunded, and any additional cleaning fees incurred more than the six-hundred-dollar (\$600.00) deposit will be charged to the Licensee. Licensee will be notified within three (3) business days if the deposit will/will not be refunded. If deposit is refunded, please allow 5-7 business days for delivery.

## ON SITE SECURITY

A minimum of one security officer is required for events up to 150 people (included in venue rental fee) for all events. If Licensee has over 150 people in attendance, Manager will require another security officer is hired for main event (minimum of four [4] hours) at \$35 per hour. If Manager deems it necessary, due to attendance or nature of the event, more staff and/or security officers may be required; all of which shall be hired at Licensee's sole cost and expense. Manager will handle logistics of hiring and payment.

Although the use of security officers is required at all events, to deter theft, vandalism, or other malicious acts in the Plaza, Manager does not assume responsibility for Licensee's security needs, and Manager shall have no liability for any personal injury, theft, loss, or damage which occurs on account of the acts of third parties.

## INSURANCE

Licensee is required to provide liability insurance coverage for the event to protect against personal injury and/or property damage. Event insurance is included in the rental fee. This coverage can be provided under Licensee's existing liability insurance policy. If Licensee desires to provide this coverage through its own insurance policy, the Licensee must provide Manager, at least ten (10) days prior to Licensee's event, with evidence of this insurance and with an original certificate issued by the insurance company identifying Manager as an additional insured. Minimum requirements are: \$1,000,000 for personal injury and \$3,000,000 for property damage.

## USE OF AMPLIFIED SOUND AND/OR VISUAL DISPLAYS

Licensee may provide outside A/V services at Licensee's discretion and cost.

The Pavilion and/or the Plaza shall not be used for the purpose of promoting, endorsing, or advertising political or religious messages or philosophies to audiences located on the exterior of the Pavilion. Licensee shall use discretion and avoid vulgarity and inappropriate images. Manager reserves the right to terminate use of A/V service if they feel the Licensee is allowing excess vulgarity or inappropriate imagery. No licensee may use any amplified sound system or loudspeaker system which projects sound away from the interior of the Pavilion except for speakers included with rental. Any sound system and all speakers related thereto shall remain within the Pavilion and shall be directed towards the interior of the facility. Licensee is required to comply with City of Chattanooga sound ordinance, and it is up to Licensee to research appropriate ordinances.

All signs, banners, displays, or other visual materials must comply with the City of Chattanooga's sign ordinance. All visual materials which promote, endorse, or advertise political or religious messages or philosophies must be placed on the interior of the Pavilion and must be oriented towards the interior of the facility. All banners, decorations, or other visual materials being hung on the catwalk must arrive at the Pavilion no later than three (3) days prior an event for approval. All visual materials must be removed immediately after events.

## FOOD AND CATERING

All vendors and caterers are required to list Manager as an additionally insured on their insurance. Caterers will be allowed but must be approved by Manager at least 30 days prior to the Event. Caterers must adhere to ALL Rules and Regulations outlined in this document or otherwise by Manager and provide services including Insurance, Clean Up, etc. A catering prep kitchen is available on-site for event use.

## ALCOHOL

The serving of alcohol is permitted for private events, under the following conditions:

- a. Licensee must comply with all laws regarding sales, service, and consumption of alcohol and/or beer. If attendance at an event is by invitation only and there is no charge either for the sale of alcohol and/or beer or for admission to the event, an alcohol license may not be required. It is the responsibility of the Licensee to determine whether the event is exempt from the requirement for an alcohol and/or beer license.
- b. Any event where beer, wine, and/or liquor are served, either through a cash bar or through the charge of admission to the event, appropriate beer and alcohol sale licenses are required. Licenses can be obtained either by Licensee through a "special event permit," or by a caterer who holds a valid license for dispensing beer, wine, and/or liquor. Licensee shall be solely responsible for determining what licensing requirements apply to its event, and for insuring that required licenses are in place before the event is conducted. Licensee is also responsible for providing a copy of the license to Manager being relied upon for sales of alcohol. Manager reserves the right to cancel any event if determined that required licenses and/or permits have not been obtained, or if there is any other violation of the laws regarding sales, service, and consumption of alcohol.
- c. Additional liquor liability insurance coverage must be acquired by Licensee when selling alcohol.
- d. Manager reserves the right to deny any group the right to serve alcoholic beverages on the Plaza or within the Pavilion for any reason, at Manager's sole discretion.
- e. No one under the age 21 shall serve or be served alcoholic beverages.
- f. Additional off-duty Chattanooga Police Officers, to be hired at Licensee's sole cost and expense, may be required when alcohol is present.

## SALES TAX

Licensee is responsible for all city, county, state, and federal taxes due by law.



## CANCELLATION/REFUNDS

If Licensee cancels in writing thirty (30) days prior to the scheduled event, 50% of the rental fee will be reimbursed, plus, 100% of the cleaning and damage fee. If Licensee cancels in writing less than thirty (30) days prior the scheduled event date. Licensee will not be eligible to receive any amount of the rental fee; however, 100% of the cleaning and damage fee will be refunded.

In the event of inclement weather, Manager reserves the right to cancel an event if weather conditions threaten the safety of event attendees. Every effort will be made to reschedule the event at a time to suit Licensee, but if no date is agreed upon, the fees charged will be 100% refundable if canceled by Manager. Manager will not be held accountable for any of Licensee's additional expenses caused by a cancellation under such circumstances. If Licensee decides to reschedule the event, Manager will consider such rescheduling as a cancellation.

If Licensee does not comply with the policies outlined herein and such non-compliance results in cancellation of the event by the Manager, no fees shall be refundable.

## SPECIAL SERVICES

Except for the driveway running through the Plaza from Cherry Street to Market Street, any vehicles on the Plaza premises are strictly prohibited. This driveway is for unloading and loading only; vehicles must not remain parked there during the event. If events require outside services such as portable toilets, Licensee must coordinate location with Manager and such services will be paid for by the Licensee, unless other arrangements are made with Manager.

## COMMERCIAL PHOTOGRAPHY

Photos, film, and video images of the Plaza taken for commercial use must be approved in advance by management.



## REPAIRS

Licensee will be held responsible for any damage to the Plaza or to Pavilion occurring in connection with its event and will be charged for repairs. Charges will be deducted out of the \$600 Damage & Cleaning Deposit.

## NO PERMANENT STRUCTURES

No permanent or semi-permanent structure may be constructed, erected, or otherwise installed on the Plaza Property.

## ADDITIONAL USE REGULATIONS

- a. Licensee must hire at least 1 of the following to be onsite during the duration of their event: professional and licensed wedding planner/coordinator, a professional event staffing company or a licensed caterer/restaurant who can provide a Certificate of Insurance (COI) that includes workers compensation coverage. Exceptions may be made at Manager's discretion.
- b. Licensee shall have the use of the Pavilion only for the purposes specified herein.
- c. Licensee is required to be responsible for conduct of their guests and any third party which Licensee hires to perform catering, entertainment, or any other event function.
- d. Those wishing to charge admission to a private event held in the Pavilion may be required to have additional security present during monetary transactions.
- e. Organizations wishing to conduct on-site sales during promotional events may be required to pay ten percent (10%) commission of all sales to Manager.
- f. If ANY damage occurs anywhere on the Plaza or within the Pavilion due to Licensee, Licensee's event or anything associated with Licensee's event, Licensee will be responsible for cost of all necessary repairs.
- g. Glass products, with the exception of serving pieces, are prohibited in the Plaza and the Pavilion.
- h. Licensee agrees to comply with any and all laws, statutes, ordinances, rules, orders, regulations, and requirements of Federal, State, and Local Governments, and all of their departments or bureaus, applicable to Licensee's use of the Pavilion.
- i. Events may be stopped or canceled by Manager if the provisions of this policy are not followed by the person(s) responsible for the event.
- j. Décor restrictions: no suspended flames (orbs, chandeliers, etc.) no glitter, flower petals or confetti, no Chinese lanterns to be released. All candles must be contained.

**NOTE:** Please initial each page of this document, the WHP Rental Requirements (Exhibit A), to indicate you have read and understand all of the rental requirements included in this agreement.