



Department of Parks, Recreation, and Facilities

Marietta Parks, Recreation & Facilities Special Events Guidelines

Policy Statement

Community festivals and special events facilitate opportunities to promote tourism, showcase local talent, draw first time visitors, contribute to the economy, and revitalize downtown and surrounding areas. The City of Marietta recognizes this; therefore, the City's purpose is to facilitate within the community the accessibility to promote, coordinate, and/or participate in community festivals or special events.

By granting permission to use Glover Park, it does not entitle the organization to exclusive use of said facility.

Permission will not be given to businesses, for profit organizations, or individuals for the purpose of generating revenue.

Definitions

Press Event /Press Announcement

A public gathering which involves the use of Glover Park for the purpose of an announcement to the press, including but not limited to a political candidate. The event shall not be over 1 ½ hours in duration.

Community Festivals

A public gathering which involves the use of Glover Park which includes entertainment, music, arts & crafts displays and/or sales, sale of merchandise, food, or any combination which requires the use of city support services over and beyond what the City of Marietta routinely provides under everyday circumstances. Examples of a community festival include Art in the Park, Chalktoberfest, July 4th Parade, and New Year’s Eve. These types of events can include additional support, such as street sweepers, sanitation, police security, street closures, and traffic services.

City Support Services

Services provided by the City to ensure that a community festival or special event is conducted in such a way as to protect the safety, health, property and general and security.

Length of Use

A maximum use of one (1) event or display lasting for no more than three (3) consecutive days per individual group or person is allowed during any six (6) month period. A permit will not be issued to a subsequent group or individual for the purpose of continuing a previously permitted event or display.

Criteria for Evaluation

The criteria for evaluating and scheduling community festivals and special events are as follows:

- The extent to which the event contributes to economic revitalization.
- The impact and cost of the event on the public health, welfare and safety. The impact and cost of the event on City support services.
- The impact of the event on the environment. The frequency to the same or similar event(s).
- The impact on the surrounding businesses or residences.

Application Process

The Parks, Recreation, and Facilities Department must receive an application with the \$25.00 processing fee on or before the second Friday in December to be eligible to be added to the following year’s calendar. Applications can be hand delivered or mailed to:

Marietta Parks and Recreation Department
Special Events
P.O. Box 609
Marietta, GA 30061

Fee Structure

Non-refundable Processing Fee	\$ 15.00
User Fee	\$ 500.00
Security Deposit	\$150.00
Additional staff member	\$25.00

Fees may also be assessed for additional city services including, but not limited to, police security, clean-up, maintenance, streets, and traffic. Rates below are for security and equipment rentals.

Glover Park Police Security Levels and Fees:

The level of security will be chosen by the Chief of Police or their designee.

Level One: Consideration for level one may be based on a single street closure or an event that has a very low potential for criminal activity and/or very low concerns for an outside attack.	\$150.00 per hr.
Level Two: Consideration for level two may be based on two street closures and/or this event has a history of low criminal activity and/or a low concern for an outside attack.	\$350.00 per hr.
Level Three: Consideration for a level three response may be based on three to four street closures and/or this event has a history of criminal activity and/or drawing large crowds.	\$950.00 per hr.
Level Four: Considerations for a level four response is based on the number of street closures and high-profile events such as July 4 th and New Years' Eve.	\$1,270.00 per hr.

Equipment Rental Fees: (includes loading, delivery, and pick-up)

Type III Barricade (maximum of 15)	\$25.00 each per day
Type I Barricade (maximum of 12)	\$20.00 each per day
Vertical Panels (maximum of 20)	\$15.00 each per day
Signage/Detour (maximum of 12)	\$35.00 each per day
Variable Message Board (maximum of 2)	\$150.00 each per day
Street Sweeper (includes operator)	\$160.00 each per day

Check payable to: *City of Marietta*

The processing fee is non-refundable and should be included with the application. If the event is approved the user fee and clean-up deposit will then be due. The clean-up deposit will be returned if the Square is left in appropriate order and no damage is reported. Failure to comply will result in loss of deposit and denial of future applications.

Sanitation

It is the organizer's responsibility to make arrangement with the city for additional trash receptacles. Plastic trash can liners will be placed in all existing trash cans prior to the event. It is the event organizer's responsibility to deposit any trash into appropriate trash receptacles following the event to warrant returning the security deposit. The Parks, Recreation, and Facilities Department will review each application and contact the organizer if the size of the event warrants additional dumpsters or sanitation trucks. It will be the event organizer's responsibility to make all arrangements and pay any fees applicable for any additional equipment or services.

Additional trash can liners will be provided by the City to replace the ones emptied in Glover Park.

The event coordinator is responsible for complete trash removal during and after the event. Dumpsters on the square CANNOT be used for special event trash removal. Unless otherwise approved, these dumpsters are strictly and solely for the businesses on the Marietta Square.

Restroom Facilities

For any special event or festival 4 hours or more in length, portable toilets are required. One toilet per 200 persons is the ratio to determine the number needed. In compliance with the Americans with Disabilities Act, a minimum of one portable toilet is to be handicap accessible at a 1-10 ratio. It is the coordinator's responsibility to make all arrangements (drop-off & pick-up) and pay any fees.

Portable toilets must be placed in a location specified by the Parks, Recreation, and Facilities Department.

Prohibited Practices

- Bicycling, skateboarding, roller skating, and roller blading within festival boundary.
- Games of chance, gambling, and raffles.
- Direct solicitation of funds and paid admission.
- Remote, battery, or gas models.
- Fireworks.
- Alcohol - see below.
- An activity or practice that would violate or alter the passive nature within Glover Park, including, but not limited to, cooking, ball, or Frisbee tossing.
- Any activity which violates Federal, State, or City law, code or policy.

Electricity

Specific requirements for the use of electricity must be submitted with the application. Electricity is unavailable without written permission from the Director of the Parks and Recreation Department, or their designee.

The City reserves the right to require an additional charge for electricity based on a per outlet basis and/or full hookup surcharge for staged events.

Release and Indemnity

Each applicant must execute the attached release and indemnity agreement. Applicants must demonstrate that they are either personally or organizationally responsible for liability; will guarantee orderly behavior and will underwrite any damage due to their use of the premises. Liability is assumed by the applicant in regard to any personal or property damage arising out of activities of the applicant. It is the responsibility of the applicant to read the application form completely and understand fully his/her responsibilities.

Insurance

A comprehensive liability insurance policy with at least one million dollars (\$1,000,000) combined single-limit coverage per occurrence for bodily injury and property damage with an endorsement naming the **CITY OF MARIETTA**, specifically and separately, as an additional insured under the policy. **Do not include any specific department or person.** A certificate of insurance is to be provided to the Parks and Recreation Department no less than 30 days prior to the scheduled event. If an event is approved, it will be approved pending receipt of the insurance certificate. The insurance agency must be licensed to do business in the state of Georgia and have a Class B or better rating. The company providing insurance must provide at least thirty (30) days written notice of cancellation or termination, if such cancellation or termination of the policy is to occur prior to the indicated expiration date on the face of the certificate. In the event of any changes or cancellation in the policy, the City of Marietta must be notified by *certified mail*. Samples are attached concerning guidelines for obtaining a certificate of insurance and of the actual insurance certificate.

Sound System

The City sound system and equipment are not provided. The Parks and Recreation Department must be notified in writing of any intended use of a sound system during the event. Permitted hours for music and/or entertainment: 7:00 a.m. to 11:00 p.m. The City maintains a noise ordinance, *Marietta City Code Section 10-1004 Noise; creating unnecessary noise*. Applicants must abide by said ordinance unless waived by the City Council.

Alcohol

Alcohol consumption is prohibited unless special permission is given by the Mayor and Council in accordance with Marietta City Code Section 10-4-070 – Drinking Prohibited. Any request to serve or sell alcohol must be placed on the City Council’s agenda, unless waived per the city code.

Council meets the 2nd Wednesday of every month and the request must be received by the City Manager’s office 3 weeks prior to the council meeting. It is the event sponsor’s responsibility to present the request to the City Council.

Parking

No vehicles are allowed in Glover Park unless prior approval is given. Participants must adhere to all parking regulations. Public parking is available at the Cobb County Parking Decks between Cherokee St. and Waddell St. Parking fees may apply. All printed publicity must include a diagram indicating available public parking. Diagrams are available from the Parks and Recreation Department. If a sound system is used, announcements must be made every 30 minutes concerning appropriate parking locations.

Tables and Chairs

Tables and chairs are permitted in Glover Park (brick and concrete area only). A layout of the event including the table(s) and chair(s) locations must be submitted with the application. Approval will be given prior to the event. Tables and chairs will NOT be provided by the City.

Fire Safety Plan

Applications for Community Festivals and Special Events will be reviewed by the Marietta PD, Marietta Fire, and Emergency Services. When a fire official determines that the gathering of persons will impact the provision of public safety services, a plan for the provision of safety services will be prescribed by Marietta Fire and Emergency Services. Applicants will be required to include any additional information required by these departments, including, but not limited to: a layout of the event area including road closures; parking plans; vendor set-up (particularly food concessions); and, the need for law enforcement, fire and emergency medical services. The plan, developed by fire officials, shall be complied with and is enforceable under provisions of the Marietta City Code, Section 2-6-010. Food sales must not compete with restaurants around the Square. Any food sales must be included in the application. All equipment must remain on the brick or concrete sidewalk, ***NOT ON THE GRASS***. No cooking permitted in Glover Park or outside the park on the sidewalk. All food vendors are responsible for contacting the Cobb County Environmental Health Department at 514-2323 at least 2 weeks prior to the event to obtain a temporary food service permit for Cobb County.

Alteration to Parks

Alterations to park facilities including the attachment of decorations, displays, and promotional advertising are prohibited unless written permission has been given from the Director of the Marietta Parks, Recreation, and Facilities Department, or their designee. Construction and installation of special service facilities must be approved in writing prior to the event. Tents are permitted "inside" Glover Park with approval from the Parks, Recreation, and Facilities Department. Damage to any structure or plant material will be billed to the organization at replacement cost plus labor. *The City reserves the right to regulate the location and method of placement of items or structures in any City park.*

Parades/Other Permits

This application is for community festivals, special events, or race events actively held in Glover Park only. Any organizer interested in parades or road races must contact and file a separate application with the Marietta Police Department, Parades and Permits Division at 770.794.5338.

Exceptions

These guidelines may be exempted in whole or part at the discretion of the City Council for City of Marietta, Downtown Marietta Development Authority, and the Marietta Welcome Center. Exemptions not already approved by city code, must be approved by a vote of the City Council.

******* REMINDER *******

- 1. Make sure application is filled out.**
- 2. Insurance liability policy is due no less than 30 days prior to event.**
- 3. Processing fee is due at the time of the application. Fees are due after the event is approved or at least 60 days prior to the event. Checks payable to City of Marietta.**
- 4. Mail application to:**

Marietta Parks and Recreation Department
Special Events Supervisor
P. O. Box 609
Marietta, GA 30061

**You may also hand
deliver to:**

Marietta Parks and Recreation Department
205 Lawrence Street
City Hall 3rd Floor
Marietta, GA 30061

APPLICANT INFORMATION	
Name of Organization	
Address	
City, State, Zip	
Phone Number	
e-mail address/website	
Name of Applicant (person on site the day of the event)	
Address	
City, State, Zip	
Phone Number	Fax Number
e-mail address, if different	
EVENT INFORMATION	
Name of Event	
Event Date	
Location of Event	
Rain Policy	
Sponsor of Event	
Event Start Time	Event End Time
Set-up Time	Tear down
(Hourly staff fee will apply from beginning of set-up until tear down is completed.)	
Is this the first time for this event? yes no	
If no, how many years	
Previous year's attendance	Projected attendance
Will any signs/banners be hung? Banners may be hung on the stage only. yes no	
Wording on the banner:	
Is the event more than 2 hours? Yes No	
If so, portable toilets must be used.	
Porta-john Company	

Tents must be set up so that participants walk on the hardscape. (Glover Park)			
Temporary fencing Where and what type	Yes	No	
Temporary staging Who will set up staging	Yes	No	
Portable toilets	Yes	No	
Name of Company			
Phone Number			
Inflatables	Yes	No	
Company			
Phone Number			
Open Flames or cooking	Yes	N	
No cooking inside of Glover Park or on the sidewalks.			
Will you be using generators?	Yes	No	
Company		Phone	
Will additional trash receptacles and liners be needed? How many?	Yes	No	
Parks, Recreation & Facilities will help you decide if you need an additional dumpster or sanitation truck. You will be responsible for any additional costs.			
Please attach a map of your event layout as indicated in the guidelines.			
For Parks and Recreation Use Only (initial and date)			
Date received	received by		SE review
DH review			
Approved	date	denied	reason
Insurance rec'd			
Payments received, please date, list PO #			
App.fee		Security deposit	
Park Use Fee		Staff Fee	
Miscellaneous Charges			

**CITY OF MARIETTA
RELEASE AND INDEMNITY AGREEMENT**

In consideration of participation in said special event the undersigned organization/business/group/individual hereby agrees and warrants that they shall release, defend, indemnify and save harmless the City of Marietta, its officers, directors, employees and any other person, firm or corporation charged or chargeable with responsibility or liability, their heirs, administrators, executors, successors and assigns and agents from any and all costs, expenses, restrictions, claims, demands, suits, actions, proceedings, damages, liabilities, deficiencies, judgments, levies, costs or expenses, including, but not limited to, attorney's fees and expenses of any kind and nature, including, but not by way of limitation, any claim for damages to property or injuries to or death of any person or persons relating to or arising from the special event or related activities, regardless of whether arising from the negligence or wrongful acts, errors or omissions of the City of Marietta.

Without limiting the generality of the foregoing, the undersigned organization/business/group/individual agrees that they shall reimburse the City of Marietta for legal fees and other costs incurred in the City of Marietta's defense of such claims of litigation. The City of Marietta shall have the right to participate in the defense of any claims or litigation and shall have the right to approve any settlement.

This release extends and applies to, and also covers and includes, all unknown, unforeseen, unanticipated and unsuspected injuries, damages, loss and liability, and the consequences thereof, as well as those now disclosed and known to exist. The provisions of any state, federal, local or territorial law or statute providing in substance that releases shall not extend to claims, demands, injuries or damages which are unknown or unsuspected to exist at the time, to the person executing such release, are hereby expressly waived.

The undersigned organization/business/group/individual acknowledges that the agreement hereby releases and discharges the City of Marietta, its officers, directors, employees and agents, of any and all claims, relating to any bodily and personal injuries or damages to property and the consequences thereof resulting from their participation in the said special event. I do hereby covenant with the City of Marietta that I, my heirs, executors, assigns and transferees will never at any future time sue the City of Marietta for or on account of any claim for damages arising out of my participation in the said special event whether such claims arise by negligence of the City of Marietta, its employees or agents, or by the negligence of any other participant.

It is further agreed and understood that said participation in the special event is not to be construed as an admission of liability and acceptance of assumption of responsibility by the City of Marietta, its officers and members.

This is the _____ day of _____, 20 _____.

NAME OF ORGANIZATION/BUSINESS/GROUP/INDIVIDUAL:

INDIVIDUAL RESPONSIBILITY _____

(Signature)