



# CITY OF FRANKLIN PARKS DEPARTMENT

## The Park at Harlinsdale Farm Rental Application

Any event to be held at The Park at Harlinsdale Farm by any entity requires prior approval. Rental dates can be reserved **364 days** in advance, and applications must be submitted at least **30 days** in advance of the requested rental date. Events with an expected attendance of over 200 may require completion of the Large Event application managed by the Franklin City Administration, at least **90 days** in advance of the event.

### HOW TO APPLY

1. Choose a date and time (refer to Parks staff).
2. Complete and submit application by email, mail, or drop off to City of Franklin Parks office along with the **non-refundable** application fee of One Hundred and 00/100 Dollars (\$100.00). Full rental fee is due **thirty (30) days** in advance of the scheduled event. Events are scheduled a minimum of **thirty (30) days prior** to event date.

|   |  |
|---|--|
| <b>Drop off Address/ Mailing Address:</b><br>City of Franklin Parks<br>1368 Eastern Flank Circle<br>Franklin, TN 37064<br>Mon. - Fri. 7:30 AM - 4:30 PM | <b>Other:</b><br>City of Franklin Parks<br>615-794-2103<br><b>Parksinfo@franklintn.gov</b><br>www.franklintn.gov/parks |
|---|--|

3. All applications must be accompanied by documents to satisfy either insurance requirement. (1) **A Certificate of Insurance in the minimum amount of \$1,000,000 worth of General Liability coverage that names City of Franklin as "Additional Insured" on a primary, non-contributory basis** must be submitted for the event and the date(s) of all set-up and tear down for such event occurring on City of Franklin Park property. (2) Applications must also submit an **Endorsement issued under their General Liability policy of insurance for the event that reflects that the City of Franklin Parks is an additional insured for the event.** Additional liability coverage may be required dependent on the nature of the event. Your permit will not be approved if the Certificate of Insurance and the Endorsement have not been received.
4. Additional permits or insurance may be required for large tents, alcohol, generators, and use of electrical.
5. Parks staff will review request and follow-up with you regarding the status of your application. Please note that all applications are subject to review and may require submission of additional information. Some activities may require additional risk management steps to minimize risk, and the city reserves the rights to require additional steps to obtain a permit dependent of the nature of the event. Submittal of an application does not grant your reservation. If your application is approved, The City of Franklin Parks will provide you with a copy of your approved application that should be present on-site at the time of your event. Be aware, Franklin City Parks are public spaces and are open to use by the community during park hours.
6. Applicants are required to inform the City of Franklin Parks of any and all amendments to the original application prior to the

### RULES AND REGULATIONS FOR EVENTS

#### CONTRACT/DEPOSITS

- Full rental fee and a Certificate of Insurance is due 30 days prior to rental date, no advance reminders will be given by the Parks Dept./ Programming Division. City of Franklin Parks Department reserves the right to cancel the event if the fees and Certificate of Insurance (naming the City of Franklin as the additional insured in the minimum amount of one million dollars \$1,000,000.00) have not been received in the Parks Dept. Administrative Office 30 days prior to the scheduled rental date.
- After the event has occurred and the Parks Department staff determines that there is damage, or unreasonable cleaning was required, additional fees including a staff fee of \$45 per hour will be applied. **Rental Initial** \_\_\_\_\_

**FOR OFFICE USE ONLY: please**

|                           |                        |                         |                  |
|---------------------------|------------------------|-------------------------|------------------|
| _____ Date Received       | _____ Entered in Infor | _____ Rental Fee        | _____ Insurance  |
| _____ Entered in Calendar | _____ Application Fee  | _____ Entered in Report | _____ Floor Plan |

In order to receive a full refund of fees, cancellations must be made in writing to the City of Franklin Parks Department, 1368 Eastern Flank Circle, Franklin, TN. 37064, at least thirty (30) days prior to the date of your event. If written cancellation is received in our office less than thirty (30) days prior to the event, the Parks Department will retain twenty-five percent (25%) of the rental fee. All application fees are non-refundable.

#### **RENTAL AVAILABILITY, DECORATIONS AND DISPLAYS (Indoor/Outdoor)**

- Applicants/Event organizers must be 21 years or older. Events organized specifically for age groups under 21 must be chaperoned at a ratio of 1 adult per 10 youth.
- Facility reservations may be made up to 364 days in advance of the activity and no less than thirty (30) days of requested reserved date for group participation of 199 or less; ninety (90) days for group participation of 200 or more.
- City of Franklin and the Parks Department sponsored events have precedence over all groups.
- All live entertainment, DJ's, and any amplified sound may be permitted only after getting prior approval from Parks Department staff. Noise must be maintained within City of Franklin Codes and Ordinance acceptable levels at all times. Amplified sound must be silenced by 10:00PM. The City of Franklin reserves the right to monitor and regulate the volume of amplified sound.
- A copy of this signed Eastern Flank Event Facility Application must be provided to any vendors, planners, and related parties associated with the event to insure they are familiar with guidelines.
- Parks Department employees are NOT authorized to sign for or accept any deliveries or pickups. A person involved with the activity must accept all deliveries within their reserved time.
- The City of Franklin Parks Department does not provide any storage for equipment or supplies. All rental equipment must be removed from the premises immediately following the event.
- Smoking is prohibited inside the facility and within 25 feet of any doorway or window. The outdoor patio/deck areas may be used as a smoking area. Please use cigarette urns provided. DO NOT THROW CIGARETTES, CIGARS, ETC. ON THE GROUND, IN THE FLOWER BEDS OR INTO THE GRASS.
- Decorations may be permitted, however, the Parks Department must approve all plans for decorations. All props must be free standing. Nails, staples, tacks, tape, etc. may not be used on the walls, ceilings, or windows. Decorations must be approved 30 days prior to the event.
- All candles must be contained in a globe. No open flames are allowed under any circumstances. Wax drippings causing damage or clean up labor will result in additional fees being charged.
- Only birdseed and real flower petals may be thrown outside the building. Rice, glitter, confetti, smoke or bubble effects, airborne streamers, etc. are prohibited.
- Set up and cleanup is the responsibility of the Renter and/or Caterer. Everything brought onto the premises is to be removed at the conclusion of the event.
- No doorways can be obstructed and fire code occupancy requirements must be in compliance. All fire exit doors shall remain unlocked during the event.
- Animals, other than guide dogs, are not permitted inside facilities and must be leashed when outside.
- All trash must be bagged and placed in containers provide by the Parks Department. All boxes need to be flattened and placed in the containers. Do not leave trash on top of the containers or on the ground.
- Any tents and/or awnings must be inspected and permitted by the Franklin Fire Department. It is the responsibility of the Renter to obtain these permits prior to the event. Please call (615) 791-3270 Monday through Friday, 8AM-5PM.
- Any additional power supply or generator must be inspected and permitted by the City of Franklin Codes Department. It is the responsibility of the Renter to obtain the application forms, pay application fees, acquire permit and arrange for inspection prior to the event. Please call (615) 794-7012 for more information.
- Event signage may be placed in locations designated by the Parks Department on the day of the event. All signage MUST be removed at the conclusion of the event.

#### **FOOD AND BEVERAGE**

- Alcoholic beverages may only be sold, given away or distributed by an TABC licensed caterer or a non-profit organization that has received a Special Occasion Permit from the Tennessee Alcoholic Beverage Commission. Tennessee Alcoholic Beverage Commission can be contacted by calling 615-741-1602. CONSUMPTION OF ALCOHOL ON CITY PROPERTY WITHOUT PROPER PERMITTING IS PROHIBITED.
- Alcoholic beverages may only be served to persons 21 years or older and must be served by a TABC licensed caterer (this includes champagne toasts). Open container law will be strictly enforced.
- If a renter chooses to sell, give away, or distribute beer (below 8% alcohol content), a beer permit must be obtained by applying with the City of Franklin Beer Board, contact may be made by calling 615-791-3217.
- When alcohol is served, the Renter and caterer are required to add the City of Franklin as the Additional Insured and include an Alcohol Liability Insurance Rider to the Certificate of Liability showing coverage of a minimum of One Million and 00/100 Dollars (\$1,000,000.00).
- The Renter shall be solely responsible for ensuring that all alcoholic beverages are consumed exclusively within the area(s) designated by the Landlord, or City staff, for such purposes (the "Designated Area"). Under no circumstances shall alcohol be permitted to be transported, carried, or consumed outside of the Designated Area. Any violation of this provision shall constitute a material breach of this Agreement and may, at the sole discretion of the Landlord, result in the immediate termination of the event and/or forfeiture of any security deposit or rental fees paid. The Renter shall indemnify, defend, and hold harmless the Landlord from and against any and all claims, liabilities, damages, fines, penalties, costs, or expenses (including reasonable attorneys' fees) arising out of or related to the Renter's failure to comply with this provision.
- Renter must take all reasonable precautions to ensure the safety of all guests with regard to alcohol consumption. The City of Franklin Parks Department reserves the right to evict from the premises any member of any party, who because of intoxication or other consideration, may be found to be creating a disturbance or threatening the peace, tranquility, or safety of guests or property. Renters are held responsible for the behavior of their guests, and any damage to the property caused by a guest. 2

- Client must take all reasonable precautions to ensure the safety of all guests with regard to alcohol consumption. The City of Franklin Parks Department reserves the right to evict from the premises any member of any party, who because of intoxication or other consideration, may be found to be creating a disturbance or threatening the peace, tranquility, or safety of guests or property. Clients are held responsible for the behavior of their guests, and any damage to the property caused by a guest.
- Client may choose to use any fully licensed and insured caterer. All caterers must have a business license and possess the proper permits required by the City of Franklin. Caterer shall comply with all city, county, and state foodservice and/or health regulations and laws.
- All catering and food suppliers must provide a minimum \$1,000,000 per occurrence Certificate of Liability Insurance with the City of Franklin named as the Additional Insured.
- The Park at Harlinsdale Farm DOES NOT have a kitchen, therefore, all caterers must come prepared to serve and cleanup on a “self-contained” basis. All catering and food supplies must be removed at the conclusion of the event. City of Franklin is not responsible for any items left on the premises.
- Outdoor grilling is confined to a specific area, designated by the Parks Department. Commercial size charcoal grills and gas/propane grills only. Do not leave grills unattended. Disposal of hot or cold coals on the property is prohibited.

NOTE: Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. The primary event sponsor is required to remove all cooking grease from the premises.

#### **OVERFLOW PARKING**

- Overflow/grass parking areas will be designated by Parks Department. Parks Department retains right to cancel/deny approval of overflow/grass parking due to weather conditions, as late as the day of event.
- Renter may be required to have additional lighting or parking attendants if using overflow parking.
- The City of Franklin Parks Department does not provide additional lighting or parking attendants.

#### **INDEMNIFICATION**

- The City of Franklin has the right to full access to the facility at any time.
- Client does hereby agree to assume the defense of and indemnify and save harmless the City, its aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims, including death, to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence, known or unknown, of such event and the activities permitted in connection there with, and to submit a certificate of insurance prior to the event in an amount acceptable to the City Administrator.

#### **IMPORTANT:**

- All guests must stay in rented areas of the Park at Harlinsdale Farm at all times, (before, during & after) the event.
- Use of amusement rentals or props (e.g. carnival games, dance floors, stages, tents/canopies, etc.) must have prior written approval.
- No bounce houses are permitted.
- A Certificate of Insurance (ACORD 25 2023/07 form) for General Liability naming the City of Franklin as Additional Insured plus the endorsement page, in an amount of not less than One Million and 00/100 Dollars (\$1,000,000.00) and when applicable, and a Certificate of Worker’s Compensation (if operators will be on site) must be provided by any rental company. The insurance requirements set forth in this Agreement are subject to change at any time upon written notice from the City, based on the specific requirements of the facility or park involved, the nature of the activities conducted, or as reasonably required by the City’s Risk Management Division or other relevant City departments. Contractor shall comply with any such modified insurance requirements within fifteen (15) days of receipt of written notice. Failure to do so shall constitute a material breach of this Agreement.
- Individuals and organizations must be able to demonstrate a reasonable degree of control and responsibility for the conduct of all guests. The City reserves the right to require one or more City of Franklin police officers or other emergency personnel are present at any and all events that occur within the city limits. Please budget for this request at a rate of \$45.00 per hour at a minimum of two (2) hours.
- The City of Franklin Parks Department at its sole discretion may cancel/suspend the use of the facility by the group or individual if found to be in non-compliance with the established policies and procedures. The City of Franklin Parks Department reserves the right to refuse clients the privilege of renting the facility if the client and/or client’s guest rental history was disruptive, out of compliance or the requested use is unacceptable to the Parks Director.

## RENTAL FEES

In accordance with conservation easements, certain activities are restricted and/or limited at Historical Parks. Events at Historical Parks will be evaluated on a case by case basis.

- Application Fee:** \$100.00
- Rental Fee for Full Park Closure:**
  - Setup Day: \$2,000.00
  - Event Day: \$5,000.00
- Rental Fee for Partial Park Closure:**
  - Setup Day: \$1,000.00
  - Event Day: \$2,000.00
- Rental Fee for No Park Closure:**
  - Setup Day: \$500.00
- Overflow Parking Fee:** \$100.00 an hour with a 4 hour minimum.
- Staff Fees:** \$45.00 an hour.

\*Rentals will be charged a penalty fee of \$150.00 for every half hour (30 minutes) over the rented hours.

### THE ABOVE RENTAL FEES INCLUDE THE FOLLOWING:

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• Outdoor event space</li> <li>• Walking trails</li> <li>• On site restrooms</li> </ul> | <ul style="list-style-type: none"> <li>• Power</li> <li>• Water</li> <li>• Parking</li> </ul> |
|--|---|

**Additional Rental Spaces:**  
 The Barn at Harlinsdale Farm  
 The Hayes House  
 The TSC Arena  
 Horse stalls

## APPLICATION INFORMATION

Instructions: Please carefully read The Park at Harlinsdale Farm Application Instructions (page 1) and Terms and Conditions for Events (pages 2-3) before completing this application. Incomplete applications will not be processed.

| APPLICANT INFORMATION |                                 |
|-----------------------|---------------------------------|
| <b>Contact:</b>       |                                 |
| <b>Organization:</b>  |                                 |
| <b>Address:</b>       |                                 |
| <b>Phone Number:</b>  |                                 |
| <b>Email Address:</b> |                                 |
| <b>2nd Contact:</b>   | Name: _____ Phone Number: _____ |

*Application information continued on next page.*

| <b>EVENT INFORMATION</b>   |  |
|--|--|
| <b>Name/Purpose of Event:</b>  |  |
| <b>Date of Event:</b>  |  |
| <b>Rental Request:</b>   | <input type="checkbox"/> Full Park Closure <span style="margin-left: 200px;"><input type="checkbox"/> Partial Park Closure</span>          |
| <b>Time of Event:</b>  | Start Time: _____ End Time: _____  |
| <b>Set-Up/Tear Down Time:</b>  | Start Time: _____ End Time: _____  |
| <b>Anticipated Attendance:</b>   |  |
| <b>Event Description:</b>  |  |
| <b>Vendors:</b><br>What, if any, will be present at the event? (i.e. medical related, food, beverages, etc.) Please provide a detailed list. |  |
| <b>Temporary Structures:</b><br>Will your event include tents or other temporary structures? Please explain.                                 |  |
| <b>Entertainment:</b><br>Please describe any entertainment being provided.   |  |
| <b>Will Alcohol be served?</b>   | <input type="checkbox"/> Yes <input type="checkbox"/> No <span style="float: right;">If yes, additional insurance will be required.</span> |
| Please enclose a map of the event site, detailing any temporary structures, location of vendors, vendor parking, volunteer parking, etc.     |  |

I/We do agree to abide by all ordinances of the City of Franklin, all state and federal law, and all conditions placed on this event permit request by the Parks Director. I/We do swear and affirm that all information provided on this application is true and complete. I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its alderman, boards, commissions, officers, employees, and agents, from all suits, actions, damages or claims, including death, to which the city may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence, known or unknown, of such event and the activities permitted in connection there with, and to submit a certificate of insurance prior to the event in an amount acceptable to the City's Risk Manager and the City Administrator. I/We understand that granting an Event Permit does not waive the obligation of attaining additional permits that may be separately required.

I/We recognize that the City reserves the right to require one or more City of Franklin Police officers or other emergency personnel are present at any and all events that occur within the city limits. **I have read and agree to abide by all Rules and Regulations for Events at The Park at Harlinsdale Farm (pages 2-3).** THIS AGREEMENT SUPERSEDES ALL PRIOR UNDERSTANDINGS AND AGREEMENTS (WHETHER WRITTEN, ORAL OR OTHERWISE) PERTAINING TO THE SUBJECT MATTER HEREOF, AND CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO RELATING TO THE SUBJECT MATTER HEREOF AND THE TRANSACTIONS PROVIDED FOR HEREIN.

|                               |      |
|-------------------------------|------|
| Applicant Signature and Title | Date |
| Program Specialist            | Date |
| Recreation Supervisor         | Date |