



## PARK EVENT POLICY

**Policy Statement:** The Port Authority of Kansas City, Missouri (“Port KC”) owns and controls Berkley Riverfront located in Kansas City, Jackson County, Missouri, consisting of seventeen (17) acres between the south bank of the Missouri River and Riverfront Drive and between the Paseo Bridge (Interstate 35/29) the Heart of America Bridge (Missouri Highway 9) and continuing westward along the Riverfront Heritage Trail to include the Town of Kansas Bridge; and the fifty-five (55) acres of land to the south and adjacent to Berkley Riverfront. Port KC also owns and controls City Market Park located in Kansas City, Jackson County, Missouri, at 300 Main St., consisting of 0.589 acres between W. 3<sup>rd</sup> St. to the north, Main St. to the east, W 4<sup>th</sup> St. to the south, and an access road alley to the west. The following policies and procedures are to be followed for third party (“Event Operator”) requests to host events, in which more than twenty (20) participants are expected, on property owned by Port KC.

### I. EVENT REQUEST FORM

Port KC shall require Event Operators to complete the Event Request Form located on the Berkley Riverfront Website (<https://berkleyriverfront.com/>) no less than forty-five (45) calendar days prior to the date of their event to request the use of Port KC property. Port KC may, at its discretion, consider event requests submitted less than forty-five (45) calendar days prior to the date of the event under special circumstances.

### II. EVENT LICENSE AGREEMENT

No Event Operators may be permitted to host an event in which more than twenty (21) participants are expected on Port KC property without first executing a contract with Port KC (“Event License Agreement”) which identifies the specific portion of Port KC property to be utilized during the event (“Licensed Premises”), the duration of the event (“License Term”), and all expectations of Event Operators and Port KC. Event License Agreements shall include terms which follow the policies and procedures set forth in this Berkley Park Event Policy, along with any other terms deemed necessary by Port KC, at its discretion.

### III. PRICING STRUCTURE

- A. Not less than thirty (30) calendar days prior to the commencement of the License Term, Port KC shall require Event Operators to remit a License Fee and Security Deposit for the use of Port KC property based on the following schedule:



Event Type	License Fees**	Security Deposit
<b>Micro*</b> Events of 21-50 people in which no rental or electrical equipment are being brought on the property and lasting no more than 2 hours on the same day. (Ex. small ceremonies, vigils, yoga/Pilates classes).	\$80	\$80
<b>Small*</b> Events of 51-250 people in which no large rental or large electrical equipment are being brought on the property and lasting no more than 5 hours on the same day. (Ex. weddings, small corporate events).	\$175	\$175
<b>Medium</b> Events of 251-500 people where some rental or electrical equipment may be brought on the property and lasting no more than 12 hours on the same day. (Ex. Runs, walks, corporate events).	\$375	\$375
<b>Large</b> Events of 500 people or more, or taking place over multiple days, where large rental or electrical equipment may be brought on the property and lasting up to 12 hours per day. (Ex. festivals).	\$700 per day	\$500 (+\$100 for each additional day)

\* If rental or electrical equipment is being brought, Port KC may, at its discretion, increase the Base Fee and/or Security Deposit by an amount up to \$150.

B. Port KC shall collect the following additional fees.

1. Four Hundred Dollars (\$400) for the marking of irrigation and utility lines throughout the Licensed Premises or Port KC’s actual costs, whichever is higher (“Utility Location Fee”), to be paid no less than thirty (30) calendar days prior to the commencement of the License Term. This fee will not be imposed if the Event will not involve the staking of any structure(s) within the Licensed Premises.
2. Twenty Dollars (\$20) for the connection to a potable water supply, if such connection is approved by Port KC (“Water Connection Fee”), to be paid no less than thirty (30) calendar days prior to the commencement of the License Term. This fee will not be imposed if the Event will not require water services.
3. One Dollar (\$1) per ticket/pass for each and every ticket/pass granting access to the Event, regardless of whether such ticket/pass is redeemed by its holder (“Ticket Fee”).



The Ticket Fee shall be paid no later than thirty (30) calendar days subsequent to the expiration of the License Term

4. One Dollar (\$1) for each and every vehicle parked upon the Licensed Premises, in the event that Event Operator imposes a fee for parking ("Parking Fee"). The Parking Fee shall be paid to Port KC no later than thirty (30) calendar days subsequent to the expiration of the License Term
  5. Within sixty (60) calendar days subsequent to the expiration of the License Term, Port KC shall require Event Operators to pay Port KC any extraordinary expenses identified by Port KC ("Supplemental Fee"). In the event that any extraordinary expense is not discovered or asserted or the amount thereof cannot be determined with reasonable certainty within such sixty (60) day period, Port KC shall thereafter promptly invoice Event Operators for any such extraordinary expenses or amounts upon determining the amount due and owing and Port KC shall require Event Operators to reimburse the same within ten (10) calendar days. Supplemental Fees may include:
    - i. Costs and expenses incurred by Port KC in providing police, fire, and clean up service on the Licensed Premises and for security of Port KC owned property outside the Licensed Premises should such services be necessary but unanticipated or neglected by Event Operators.
    - ii. Costs and expenses incurred by Port KC in providing other services and the rental value of Port KC materials, supplies, or equipment requested and used by Event Operators.
    - iii. Cost to repair any and all damages to Port KC owned, operated, leased or controlled property, improvements, and facilities.
    - iv. Costs incurred by Port KC to restore the Licensed Premises to the condition in which they existed at the start of the License Term in the event that the Security Deposit was otherwise insufficient to fully compensate the same.
    - v. Holdover costs, should Event Operators fail to vacate the Licensed Premises by the expiration of the License Term and return the Licensed Premises to Port KC in the condition required by the Event License Agreement. Holdover fees shall be determined by Port KC, at its discretion.
    - vi. Liquidated damages, should Event Operators fail to take certain actions within defined time periods, as required by the Event License Agreement. Liquidated damages shall be determined by Port KC, at its discretion.
- C. Port KC may, at its discretion, waive any or all fees described in this Section III for events hosted in partnership with Event Operator and well as volunteer clean-up events for the benefit of Berkley Riverfront Park and/or City Market Park.



#### IV. REQUIRED SUBMITTALS

- A. If two hundred fifty (250) or fewer attendees are expected at the Event, Port KC shall require Event Operators to submit the following Required Submittals to Port KC not less than fourteen (14) days prior to the commencement of the License Term.
1. Site Map depicting the proposed location of the Event within the Licensed Premises.
  2. Certificate of Insurance (unless waived, in writing, by Port KC).
  3. A listing of all vendors of food, beverages and other items expected to be sold at the Event and pricing thereof, including the name of the vendor and their Missouri tax ID number (“Vendor Reporting Form”).
- B. If over two hundred fifty (250) attendees are expected at the Event, Port KC shall require Event Operators to submit to Port KC the following plan documents in sufficient detail as to enable Port KC to understand Event Operator’s intentions and demonstrate its ability to lawfully implement the same not less than thirty (30) days prior to the commencement of the License Term. All costs incurred in preparing and implementing such plans shall be paid solely by Event Operators and are not included within the Fees paid.
1. Event Financing Plan demonstrating the financial feasibility of the Event.
  2. Site/Operation Plan identifying all temporary event fixtures which Event Operators propose to provide and install in or upon the Licensed Premises.
  3. Concession Plan and Vendor Reporting Form.
  4. Media Control and Placement Plan, if Media presence is expected at the Event.
  5. Sanitation and Trash Plan providing for the collection, disposal, and clean-up of the Licensed Premises in a timely manner, both during and after the Event, and for the provision of portable Site Map depicting the proposed location of the Event within the Licensed Premises.
  6. Traffic and Parking Control Plan, which shall provide a decentralized parking facility and transit plan for the Event.
  7. Security/Crowd Control/Emergency Plan, providing for handling crowd control, public street closing, traffic control, security and medical emergencies, unless such items have been set forth in other plans approved by Port KC. In providing security, Port KC shall require Event Operators to meet Kansas City Police Department standards for security personnel. This includes hiring the recommended number of security offices per attendee at the Event.



8. Marketing Plan stating in reasonable detail the manner in which Port KC shall require Event Operators to consult with Port KC's representative and others under agreement with Port KC to promote Port KC and Port KC's image. Port KC shall require Event Operators to coordinate its planning and marketing activities with such persons or entities.
  9. Certificate of Insurance (unless waived, in writing, by Port KC).
  10. Sponsorship and References. Port KC shall require Event Operators to provide Port KC with a list of sponsors and description of the obligations assumed by each sponsor for the Event upon request.
- C. Port KC shall require Event Operators to provide a list of all permits obtained in connection with the Event. Port KC shall notify Event Operators that they are solely responsible for securing all licenses and permits required by any governmental authority with respect to the Event, and ensuring that the same are maintained in effect for the duration of the License Term. This includes, without limitation, any and all permits required with respect to the closure of any public street, food concessions, liquor sales, and vending.
  - D. Tax Compliance. As a condition precedent to entering upon the Licensed Premises and prior to performing any activities authorized by the Event License Agreement, Port KC shall require Event Operators to furnish Port KC sufficient proof from City of Kansas City, Missouri's Commissioner of Revenue, dated not more than 60 days prior, that Event Operators are in compliance with the license and tax ordinance administered by the City's Revenue Division of the Finance Department, including but not limited to the City's earnings, occupational license and convention and tourism taxes.
  - E. Park Visit Acknowledgement. As a condition precedent to entering into the Event License Agreement, Event Operators or their representative must complete a walk-through of the Licensed Premises.
- V. TERMINATION OF EVENT LICENSE, WHEN
- A. Port KC may terminate the Event License Agreement upon one (1) calendar days' written notice to Event Operators if Event Operators are in breach of any provision of the Event License Agreement during the License Term and fails to cure such breach before the end of the one (1) days' notice period. If Port KC terminates the License pursuant to this paragraph, the License Fee and Security Deposit shall be forfeited in their entirety and Port KC shall be permitted to retain the same. In the event that Port KC shall have expended sums in excess of the License Fee and Security Deposit in preparing for the Event, the Port KC shall require Event Operators to be liable to Port KC for the difference notwithstanding the termination of the Event License Agreement. In no event shall Port KC be liable to Event Operators or anyone claiming thereunder for any losses or damages of any kind, however denominated.



- B. Port KC may terminate the Event License Agreement upon such notice as is reasonably practical under the circumstances in the event that (i) the Licensed Premises are rendered unavailable or otherwise unsuitable for the Event as determined by Port KC in its sole discretion due to circumstances beyond the control of Port KC, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, or (ii) the use of the Licensed Premises for the Event is deemed ill-advised by Port KC in its sole discretion due to any communicable disease which leads to the imposition or recommendation of any quarantine, restriction in movement, travel advisory and/or social distancing by federal, state and/or local governmental officials, or any actual or perceived fear or threat thereof. If Port KC terminates the License pursuant to this paragraph, fifty percent (50%) of the License Fee and one hundred percent (100%) of the Security Deposit shall be refunded to Event Operator. In the alternative, Event Operators may elect to reschedule the Event at a date and time upon which Port KC and Port KC shall require Event Operators to mutually agree upon, in which case Port KC shall retain the License Fee and Security Deposit in their entirety and credit the same against the rescheduled Event. In no event shall Port KC be liable to Event Operators or anyone claiming thereunder for any losses or damages of any kind, however denominated.
- C. Either party to the Event License Agreement may terminate the Event License Agreement upon five (5) calendar days' written notice to the non-terminating party if the non-terminating party is in breach of any provision of the Event License Agreement and fails to cure such breach before the end of the five (5) days' notice period. If Port KC terminates the License pursuant to this paragraph, the Security Deposit shall be forfeited in its entirety and Port KC shall be permitted to retain the same. In the event that Port KC shall have expended sums in excess of the Security Deposit in preparing for the Event, the Port KC shall require Event Operators to be liable to Port KC for the difference notwithstanding the termination of the Event License Agreement. In no event shall Port KC be liable to Event Operators or anyone claiming thereunder for any losses or damages of any kind, however denominated. If Event Operators terminate the Event License Agreement pursuant to this paragraph, the License Fee and Security Deposit shall be refunded in their entirety to Event Operator. In no event shall Port KC be liable to Event Operators or anyone claiming thereunder for any losses or damages of any kind, however denominated.
- D. Either party may terminate the Event License Agreement with or without cause upon at least fourteen (14) calendar days' written notice to the other party. If Port KC terminates the Event License Agreement pursuant to this paragraph, the License Fee and Security Deposit shall be refunded in their entirety to Event Operator. In no event shall Port KC be liable to Event Operators or anyone claiming thereunder for any losses or damages of any kind, however denominated. If Event Operators terminate the Event License Agreement pursuant to this paragraph, the Security Deposit shall be forfeited in its entirety and Port KC shall be permitted to retain the same. In the event that Port KC shall have expended sums in excess of the Security Deposit in preparing for the Event, the Port KC shall require Event Operators to be liable to Port KC for the difference notwithstanding the termination of the Event License Agreement. In no event shall Port KC be liable to Event Operators



or anyone claiming thereunder for any losses or damages of any kind, however denominated.

- E. In the event that Event Operators elect to cancel the Event less than fourteen (14) calendar days prior to the commencement of the License Term, such cancellation shall be deemed a termination by Event Operators pursuant to this paragraph D. of this section.

## VI. CONSTRUCTION

Construction may occur on parcels adjacent to and included within the Licensed Premises, which could adversely affect Event Operator's use of the Licensed Premises during the Event. In the event that Port KC informs Event Operators that any portion of the same is unavailable, the portion of such parcels identified by Port KC shall not be utilized by Event Operators notwithstanding their inclusion within the Licensed Premises, and Port KC shall require Event Operators to not be entitled to any reduction in any Fees paid to Port KC. Port KC will periodically inform Event Operator of any scheduled closures as the License Term approaches and whether Port KC anticipates that such construction will impact Event Operator's use of the Licensed Premises.

## VII. PORT KC ACCESS

Port KC and its representatives shall have access to all areas of the Licensed Premises at all times during the License Term.

## VIII. SPECIAL TAXING JURISDICTION

The Licensed Premises at Berkley Riverfront Park are included in special taxing districts that each impose an additional 1% sales and use tax for the sale of goods. Port KC may, at any time after the adoption of this Policy, establish a new Port Improvement District tax overlay, which would impose its own sale and use tax of up to 1%. Port KC shall require Event Operators whose events take place at Berkley Riverfront Park to complete the Vendor Reporting Form for the purpose of identifying any vendors and their Missouri tax identification numbers. Port KC shall require Event Operators to provide to each vendor listed therein the Notice to Vendors, which shall provide notice of any overlaying Port Improvement District and applicable sales and use taxes connected therewith.

## IX. INSURANCE REQUIREMENTS

- A. Unless otherwise waived by Port KC, in writing, Port KC shall require Event Operators to procure, and maintain, until the expiration of the License Term, insurance coverage of not less than the types and amounts specified below. Event Operators will provide Port KC with a Certificate of Insurance naming Port KC as an additional named insured. If



additional insurance not specified herein is required by Port KC, Port KC shall require Event Operators to supply such insurance, at Port KC's cost. Policies containing a Self-Insured Retention will not be accepted by Port KC.

1. Commercial General Liability Insurance: Port KC shall require Event Operators to supply Commercial Liability Insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
    - i. Severability of Interests Coverage applying to Additional Insured;
    - ii. Contractual Liability;
    - iii. Per project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000;
    - iv. No Contractual Liability Limitation Endorsement;
    - v. Additional Insured Endorsement, ISO from CG20 10, current edition, or its equivalent.
  2. Liquor Liability Insurance: Port KC shall require Event Operators to supply Liquor Liability Insurance, naming Port KC as additional insured, with a limit of \$1,000,000 per occurrence and \$1,000,000 in aggregate.
  3. Workers' Compensation Insurance: Port KC shall require Event Operators to supply Workers' Compensation Insurance as required by statute, including: Employers Liability with limits of:
    - i. Workers' Compensation: Statutory;
    - ii. Employers' Liability: With limits of:
      - a. \$100,000 each accident
      - b. \$500,000 disease- policy limit
      - c. \$100,000 disease-each employee
- B. The policies listed above shall not be cancelled until after the event date. The Commercial General Insurance specified above shall provide that Port KC and its commissioners, officers, employees, agents, successors and assigns, while acting within the scope of their authority, will be named as additional insureds.
- C. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better and are licensed or approved by the State of Missouri, to do business in Missouri.



D. Regardless of any approval by Port KC, it is the responsibility of Event Operators to maintain the required insurance coverage in force at all times during the License Term and its failure to do so will not relieve it of any obligation or responsibility. In the event of Event Operator's failure to maintain the required insurance in effect, Port KC shall notify Event Operators and thereafter, Port KC shall require Event Operators to have 24 hours to cure such failure. In the event the Event Operators fails to provide evidence of adequate insurance to Port KC, Port KC may order Event Operators to immediately vacate the Licensed Premises, terminate this License, and pursue its remedies for breach of this License as provided for herein and by law. Evidence of compliance with this Section shall be a condition precedent to Event Operator's authorization to conduct the Event.