



# PEACE PLAZA RENTAL POLICIES HANDBOOK

Facilitated by the Rochester Downtown Alliance

## Peace Plaza Rental Contact

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**PARK INFORMATION****1. Park Hours**

- a. The hours for activities within Peace Plaza are 6:00am – 12:00am, Monday through Sunday throughout the year.

**2. Noise Levels**

- a. Per city ordinances 45D and 117 - Any amplified sound used for live entertainment must be kept at or below 85 decibels until 9:00pm. After 9:00pm, the amplified music and sound must be turned down to 60 decibels and cease at 10:00pm.
- b. It is the responsibility of the Renter (the party referred to in this handbook as renting the Peace Plaza) to control noise levels in compliance with city ordinances 45 and 117, as well as to abide by the established Peace Plaza rules regarding hours when amplified sound is permitted.
- c. Failure to comply may result in applicable fines and/or immediate termination of the event.

**3. Utilities**

- a. Electrical service is included in the plaza rental fee, and the Rochester Downtown Alliance (RDA) will provide insight on availability of these services.
  - i. All electrical cords are to be covered with matting.
  - ii. Any modifications to existing electrical service must be done by the City of Rochester electrician only.
  - iii. All costs for modifications will be at the sole expense of the permit holder.
- b. All water supplies must be brought in from an outside source - there is no water access on the plaza.

**4. Fixtures & Décor**

- a. Stage & Canopy
  - i. The RDA will communicate a date that the Peace Plaza stage and canopy will be installed and removed for the summer season.
  - ii. The presence of the stage and canopy are not guaranteed for any Renter using the Peace Plaza.
  - iii. Any event that would like to have the stage assembled or removed will be subject to a fee of approximately \$1,500 (subject to pricing changes).
- b. Benches and trash containers located on the plaza are intended for use by the general public and are not to be considered as being available for exclusive use for permitted Peace Plaza events.
- c. The décor of the Peace Plaza may include but is not limited to: seasonal hanging banners, seasonal holiday displays, string lights, ambient lighting, flowers/foilage, and RDA branded marketing materials (e.g. event posters, event banners, and sponsor banners on the stage or canopy).
- d. The Renter acknowledges and accepts that any or all of these décor elements may or may not be onsite during their event, regardless if this décor was not present during an initial walkthrough of the Peace Plaza or at the time of booking.

**5. Smoking**

- a. Smoking is prohibited on the Peace Plaza. Violators may be ticketed by law enforcement.

**RENTAL FEES & PAYMENT****6. Rental Fees**

- a. Rental fees for the Peace Plaza are based on the duration of the activity and the area of the Peace Plaza being used for the event.
- b. The RDA reserves the right to require the Renter to rent multiple sections of the Peace Plaza and/or hire event staff based on estimated attendance and/or planned activities (see “Event Management” on page 3, section 15a).

## 7. Booking Deposit

- a. 25% of the total invoice is due upon booking to hold the event date. This deposit is non-refundable and will be credited towards the rental cost of the Peace Plaza.

## 8. Payment Schedule

- a. After the 25% Booking Deposit has been paid, there are no additional fees due until 30 days prior to the event date.
- b. Remaining fees are due **no less than 30 days prior to the event**.

## 9. Damage Deposit

- a. A Damage Deposit totaling 30% of the rental cost will be invoiced and due 30 days prior to the event, along with the final rental amount.
- b. Upon the conclusion of an event, an inspection of the rented Peace Plaza sections will be completed by the RDA or designated staff.
- c. If there is no damage or additional clean-up required to the sections rented and no other amounts are owed to the RDA in connection with the event, the Damage Deposit will be refunded.
- d. The Renter acknowledges that the Damage Deposit will in no way limit the liability of the Renter or any other person for damages or clean-up arising from the Renter's use of the Peace Plaza.
- e. The RDA may apply the Damage Deposit to cover any such damages or clean-up of the space, and the Renter is responsible and agrees to reimburse the RDA for any and all damages and clean-up above and beyond the Damage Deposit that are incurred.

## WEATHER, CANCELLATIONS, & RESCHEDULING

### 10. Weather Related Back-up Sites

- a. Securing a weather-related back-up site is the sole responsibility of the Renter.

### 11. Cancellations

- a. If a cancellation occurs **more than 30 days** prior to the event, the Booking Deposit paid by the Renter to the RDA is forfeited.
- b. If a cancellation occurs **less than 30 days** prior to the event the Renter will still be responsible for paying 50% of the total invoiced amount.
- c. **Weather Cancellations:** events that are cancelled due to current or impending inclement weather will not receive a refund for any of the rental costs.
  - i. If the event invoice was not paid in full, then the Renter will be responsible for paying the remainder of any outstanding invoices for the rental.

### 12. Rescheduling

- a. If the event is re-booked within 3 months of the original date, then a-paid-in-full invoice for the rental space will be transferred. **A \$100 rescheduling fee will also be applied to the invoice.**
- b. If the event is re-booked within 3 months of the original date, and the event invoice was not paid in full, the Renter will be responsible for the remainder of payment on any outstanding invoice for the rental. **A \$100 rescheduling fee will also be applied to the invoice.**
- c. Rescheduling is subject to Peace Plaza availability.
- d. If the Peace Plaza is rented more than 1 year in advance of the event, please note that the rental may be subject to rescheduling or cancellation due to any possible unforeseen changes to the Peace Plaza itself.

### Please Note in All Cancellation or Rescheduling Situations

The City of Rochester's Special Event permit fee (included in the invoiced amount) is non-refundable and non-transferrable, without expressed written consent from the City of Rochester. **No exceptions.**

## **PEACE PLAZA EQUIPMENT & MARKETING**

### **13. Equipment Included in Rental**

- a. 4 wireless microphones
- b. Satellite radio
- c. A standard 3.5mm audio input jack (fits most smartphones, tablets, & MP3 players).
  - i. Please notify the RDA **no less than 2 weeks prior to the event** if any of the included equipment will be used so a demonstration of usage may be arranged and a key for access to the equipment may be provided.

### **14. Marketing Included in Rental:** The following will be provided for a paid rental of the Peace Plaza:

- a. On-site
  - i. The ability to utilize one side of 5 poster stands **no earlier than 48 hours prior to the event**.
  - ii. The Peace Plaza banner stand may be used on the day of the scheduled event only.
  - iii. Any signage leftover in the stands will be disposed of the day following the rental.
  - iv. The Renter at their sole expense, will be responsible for all costs and distribution associated with signage at the event.
- b. Attendance Recap
  - i. Following the event, an estimated attendance number will be provided from the Peace Plaza Eco Counter (only available if renting the West Section of the Peace Plaza).

### **15. RDA Additionally Priced Items**

- a. Event Management
  - i. The Renter shall be responsible for all employed third party vendors and suppliers, and will be present and identified to supervise the event as well as the event set-up, tear-down, and site clean-up.
  - ii. Depending on the estimated attendance and size of the event, the RDA may require the use of contracted onsite event staff.
    - 1. This requirement would be quoted to the Renter when meeting with the RDA and before submission of the City of Rochester's Special Event permit application and included in the rental invoice.
    - 2. The onsite event staff would provide oversight regarding policies on set-up and teardown, and function as a resource for questions and contacts regarding the operation of the space.
  - iii. The RDA and the City of Rochester staff will not assist in set-up, operation, or teardown of the event.
- b. Pedestrian Barricades
  - i. Pedestrian barricades may also be rented from the RDA, but the Renter must provide **no less than a 30 day notice prior to the event**.
  - ii. Pedestrian barricades must be used on the Peace Plaza. It is the responsibility of the Renter to set-up and teardown the pedestrian barricades.
  - iii. The rental cost of the pedestrian gates is \$125.00 and will be included on the final rental invoice.
  - iv. A map of the pedestrian barricade placement must be approved prior to the event.

## **THIRD PARTY VENDORS**

### **16. Catering:** The RDA will provide the Renter with a list of pre-qualified vendors and caterers experienced in servicing events.

- a. Catering Fee
  - i. The RDA will collect a 10% catering fee from the selected caterer after the conclusion of the event. This 10% fee shall be based on the total catering charges for the event including alcohol and sales tax.

- b. In-Kind Catering
  - i. Any in-kind catering contributions by a caterer to a non-profit fundraising event must be listed as a line item on the catering invoice and only the in-kind catering line item will not be subject to the 10% catering fee.
  - ii. Any other line item(s) on the invoice will be subject to the 10% catering fee.
- c. Alcohol
  - i. For any event which plans to serve alcohol, the Renter must obtain a copy of the caterer's current liquor license and a copy of liquor liability insurance specific to the event, date, and location which also lists the City of Rochester and RDA as additionally insured.
    - 1. **Please note:** This liquor liability insurance is different from Special Event insurance (see "Liquor Liability Insurance" on page 6, section 25a & b).
  - ii. Copies of the above information must be submitted to the RDA **no less than 30 days prior to the event.**
  - iii. If the event plans to feature alcohol crafted by individuals without a liquor license or insurance, their alcohol may only be served onsite by a caterer who is licensed and insured for the event (see "Liquor Liability Insurance" on page 6, section 25b).

#### 17. Restrooms

- a. There are no public restrooms on the Peace Plaza. The RDA will evaluate the event and determine the number and type of portable restroom units required for the event based on prior years or estimated attendance and activity.
  - i. Events involving food and beverage are required to have portable restrooms.
- b. The Renter at their sole expense, will be responsible for all costs and logistics associated to portable restrooms at the event.
- c. Portable restrooms must be removed by 8:00am the following day, unless there is another rental taking place. In that case, the restrooms must be removed prior to 6:00am the following day.
  - i. Any restrooms left on the event site after 8:00am the following day will incur additional rental charges.

#### 18. Trash Removal

- a. The RDA will evaluate the event and determine the number of trash container units required for the event based on prior years or estimated attendance and activity.
  - i. Events involving food & beverages are required to have additional trash containers.
- b. The Renter at their sole expense, will be responsible for all costs and logistics associated to trash containers at the event.
- c. Trash containers must be removed by 8:00am the following day; unless there is another rental taking place. In that case, the restrooms must be removed prior to 6:00am the following day.
  - i. Any trash containers left on the event site after 8:00am the following day will incur additional rental charges.
- d. The Renter will be responsible for leaving the Peace Plaza rented section(s) and the surrounding area impacted by event clear of all trash and debris.
  - i. This also includes removing posters from RDA poster stands (if utilized) immediately following the completion of the event.

#### 19. Production & Activities

- a. Event sound and/or lighting structures are to be free standing.
  - i. No ground stakes are allowed.
- b. Activities or structures on the Peace Plaza grass are subject to approval by Park & Recreation.
- c. No structure may block an entrance or exit to a building.

- d. Cords for electrical equipment must be covered with mats or cable ramps if located across a sidewalk or pedestrian walkway.
- e. No structures are to be hung from Peace Plaza fixtures.
- f. Pyrotechnic displays are strictly prohibited.
- g. No open fires are permitted.
  - i. Candles are allowed but must be in containers to capture wax.

## 20. Security

- a. RDA will evaluate and determine in consultation with the Rochester Police Department, if security, police, and/or emergency medical personnel will be required for the event.
- b. The Renter will be required at their sole expense, to secure these services as determined necessary for the duration of the event.
- c. If the event falls outside of the Peace Plaza, the City of Rochester will determine what security requirements (if any) are needed.

### Please Note for All Renters & Third Party Vendors

- a. Unless authorized by Park and Recreation, there is no vehicle traffic allowed on the Peace Plaza.
- b. Any vehicle driving on the Peace Plaza for an event will be subject to possible ticketing and towage, which is at the sole expense of the owner of the vehicle. **This includes production and service vehicles.**
- c. In addition, the Renter risks responsibility for any damage incurred to the Peace Plaza surface or lighting as a result of vehicles associated with their event driving on the Peace Plaza and forfeiture of the damage deposit.

## PEACE PLAZA PERMITS & INSURANCE

### 21. Special Event Permit

- a. The City of Rochester requires events to obtain a Special Event permit for events/activities exceeding 300 participants, has amplified sound, or any event/activity which extends beyond the immediate park boundaries.
- b. The cost for this permit is \$50.00 and will be included on the total invoice for the rental of the Peace Plaza.
- c. Special Event Permit applications must be submitted to the Rochester Downtown Alliance (RDA).
  - i. Applications are supplied by the RDA and must be submitted **no less than 60 days prior to the event.** For large scale events involving 1,000 participants or more application should be submitted **no less than 90 - 120 days in prior to the event.**
  - ii. Applications not submitted within these time frames may not be considered by the City of Rochester.

### 22. Street Closures

- a. Written consent from provided department contacts at the Mayo Clinic, Kahler Hospitality Group, and Wells Fargo detailing the dates and time for the street closure must be submitted with the City of Rochester's Special Event Permit (RDA to obtain these consents with street closure information supplied by the Renter).
  - i. **Please note:** Consent from the above department contacts is not guaranteed.
- b. All street closures will be approved and monitored by the City of Rochester; failure to adhere to the approved street closure plan will result in the Rochester Police being contacted.
- c. Events are required to work with an approved company when using pedestrian gates and/or street barricades.

### 23. Right of Way Permit (Bagged Parking Meters Permit)

- a. Events asking for a street closure or load-in area for vendors that is not fulfilled through use of the loading zones near the Peace Plaza may contact the City of Rochester Public Works department to pay for bagged parking meters.
  - i. Events involving street closures are required to bag all parking meters in closed areas.

- b. The cost for bagged meters will be invoiced to the Renter directly from the City of Rochester Public Works Department.
- c. It is the responsibility of the Renter to contact Public Works and coordinate bagging parking meters for the event.

**24. Temporary Membrane Structures Permit (Tent Permit)**

- a. Events using a canopy or tent measuring over 200 square feet are required to complete a Temporary Membrane Structures permit application.
- b. The cost for this permit is \$55.00 and will be included on the total invoice for the rental of the Peace Plaza.
- c. Tent Permit applications must be submitted to the Rochester Downtown Alliance (RDA).
  - i. Applications are to be submitted **no less than 30 days prior to the event**, but preferably with the Special Event permit application.
  - ii. Applications not submitted within these time frames may not be considered by the City of Rochester.

**25. Insurance:** Any required insurances must be submitted to the RDA **no less than 30 days prior to the event**.

- a. **Special Event Insurance:**
  - i. Events requiring a Special Event permit must also provide a Certificate of Liability Insurance naming the City of Rochester and RDA as an additional insured. Forms must also include the date, location, and name of the event.
  - ii. The required level of coverage is \$1,500,000 each occurrence/aggregate for both bodily injury & property damage liability to cover any claims that may result from the event.
- b. **Liquor Liability Insurance:**
  - i. Any event serving alcohol must obtain a copy of the caterer's current liquor license and copy of liquor liability insurance specific to their event, date, and location which also listed the City of Rochester and RDA as additionally insured.
  - ii. If the event plans to feature alcohol crafted by individuals without a liquor license or insurance, their alcohol may only be served onsite by a caterer who is licensed and insured for the event.

**26. Permitting Terms & Conditions**

- a. Renters must agree to comply with all applicable policies, regulations, and city ordinances governing the use of the Peace Plaza.
- b. Renters found to be willfully violating plaza policies and procedures (or with any condition placed on the Special Event permit) risk revocation of the permit and possible forfeiture of future Peace Plaza use.
- c. The Renter agrees to complete and pay for any additional permitting for the event as it is required by the City of Rochester prior to the event.