

City of Lilburn 5K Run/Walk Agreement

This is an agreement between _____, (the “**Applicant**”), and the City of Lilburn, Georgia (the “**City**”) concerning a 5K Run/Walk event (the “5K event”). The 5K event will take place on the certified 5K course starting at Lilburn City Park, crossing Main Street near the railroad tracks, following the greenway trail, and looping back to the start point. The date of the event is _____, and the event will take place from _____am until _____am/pm.

The undersigned Applicant agrees to the following terms and conditions:

Insurance - A comprehensive liability insurance policy with at least one million dollars (\$1,000,000) for a 5K Run/Walk event combined single limit coverage per occurrence for bodily injury and property damage with an endorsement naming the City of Lilburn, specifically and separately, as an additional insured under the policy is required. Do not include any specific department or person. A certificate of insurance is to be provided to Business Services no less than 14 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 A 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 in or cancellation of the policy, the City of Lilburn must be notified by certified mail.

Medical - For all events of 4 hours duration or more, medical personnel may be required to be on site. EMT, RN, LPN, or paramedics may serve for 5K Run/Walk events. Medical supplies are the responsibility of the Applicant.

Electricity - Specific requirements for the use of electricity must be submitted with the application. Electricity is not available without permission from the city. For 5K Run/Walk events that utilize large amounts of electricity, the City withholds the right to require additional payment for electricity used at the event based on electric meter readings taken prior to and following each event.

Release and Indemnity - Each applicant must execute the release and indemnity agreement, which is included as **Attachment A** to this agreement. Applicants must demonstrate that they are either personally or organizationally responsible for liability and will guarantee orderly behavior and will underwrite any damage due to use of the premises. Liability is assumed by the applicant in regard to any personal or property damage rising 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.

Alcohol – All required licensing and insurance pertaining to the serving of alcohol must be obtained by the Applicant. A special event alcohol license may be issued to applicants representing a charitable or non-profit organization subject to the following conditions:

1. Applicant must meet state alcohol licensing requirements; and
2. Applicant must complete the City of Lilburn Special Event Alcohol License application and submit application fees; and

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3. Applicant must be a recognized non-profit, tax-exempt organization that has been in existence for at least 24 months prior to the application date; and
4. Applicant organization must be located in Gwinnett County and/or directly benefit Gwinnett County; and
5. Alcoholic beverages served under this license may not be served for more than 8 hours in any 24-hour period; and
6. At least one person from the applicant organization who has completed TIPS training must be on-site at all times during the 5K Run/Walk event; and
7. Advertising for the 5K Run/Walk event must comply with the city's sign ordinance regarding temporary signs; and
8. Completed applications for special event alcohol license must be submitted to Business Services not less than 10 calendar days prior to the 5K Run/Walk event; and
9. **The possession of any open glass container for the consumption of any beverage on any public street, public property, or Lilburn City Park is prohibited; and**
10. Additional liquor liability insurance will be required no less than 14 days prior to the scheduled event.

Parking - Participants must adhere to all parking regulations for the City of Lilburn and Lilburn City Park. Public parking is available along Main Street and adjacent to the Calvin Fitchett Pavilion. Additional public parking lots are available on Railroad Avenue by the new restrooms and by the Camp Creek Greenway on Main Street. Public parking lots and other public parking spaces may not be reserved for exclusive use by 5K Run/Walk participants, vendors, or organizers without written permission from the city. The Applicant must secure additional parking for larger events as well as transportation/shuttle routes for off-site parking, both of which must be approved by the City of Lilburn. The Applicant may not charge for parking in public spaces. All printed publicity should include a diagram indicating available parking locations.

Event Equipment and Layout – The City of Lilburn does not provide tables, tents, chairs, etc. Tables, chairs, stages, tents, and other set-up equipment are permitted in the park with prior written approval. A complete layout of the event area, including locations of all tables, chairs, tents, stages, vendor set-up, portable restrooms, parking plans, road closure requests, and other equipment must be submitted with the 5K Run/Walk application. A final layout must be submitted 30 days prior to the event. Once approved, changes may not be permitted.

Sound System - Sound system equipment is not provided. The City must be notified in writing of any intended use of a sound system during the event. Sound System requirements should be provided on the event application and all amplified sound may not begin before 10 am and must end by 10 pm.

Grounds - Stakes are not allowed on any tents, inflatables, etc. and therefore must be secured with weights or other measures. Damage to the grass or landscape due to high traffic or improper preparation is the responsibility of the Applicant. Vehicles may not be driven onto Lilburn City Park grass at any time. Golf carts or Gator vehicles are permitted but must be noted on the 5K Run/Walk event application.

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Fire Safety Plan - When a fire official determines that the gathering of persons will impact the provision of fire safety services, a plan for the provision of safety services will be prescribed by the Gwinnett County Fire Department.

Applicants will be required to include any additional information required by the Gwinnett County Fire Department, 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. Any tent more than 400 square feet (or 200 square feet, if sides will be on the tent) will need a Fire Marshal inspection prior to the event opening to the public. Please contact Gwinnett County Fire Department for instructions concerning tent inspections.

Food – Mobile food vendors are not permitted on city property; however, the Applicant may give away water, sports drinks, fruit, or other pre- or post-race snacks. Glass is not permitted.

Alterations to Park - Alterations to park facilities including the attachment or installation of decorations and displays are prohibited unless written permission has been received from the City. Construction and installation of special service facilities must be approved in writing prior to the event. 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 placement and method of placement of items or structures in Lilburn City Park and the surrounding areas. Any tents, inflatables, etc. erected in the park must be secured with a weight system and shall not be secured with stakes or any other means that would require installation into asphalt or grass.

It is the responsibility of the Applicant to remove all items from the event immediately following the conclusion of the event. This includes tents, trash, trailers, dumpsters, or any other items brought into the event area. Items not removed by 12 p.m. the following business day will result in a forfeiture of the 5K Run/Walk event deposit unless Applicant has received written permission from the City of Lilburn for an extension.

City Ordinances and Park Rules - All applicants must adhere to all City Ordinances and posted Park Rules, with the exception to any items that were specifically noted on the 5K Run/Walk application that received written permission. A copy of the Park Rules and Guidelines are available at www.cityoflilburn.com.

Discrimination - The applying organization, association, or entity shall not discriminate or advocate discrimination on account of race, color, religion, creed, national origin, age, gender, or disability.

Revocation of Permission to Hold 5K Run/Walk Event - The City shall have the authority to revoke any permission to hold a 5K Run/Walk event upon violation of the conditions set forth herein and/or where staging of the event would have an immediate and adverse effect on the welfare and safety of persons or property. The Chief of Police or his or her designee shall have the authority to close any event immediately upon violation of the conditions set forth herein or to preserve safety of persons or property.

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Lilburn Police Requirement- Applicants must contact Cpl. Legerme to schedule an officer to assist with race participants crossing Main Street. This is required for the safety of all involved. Payment will be made directly to the officer on the day of the event. Cpl. Legerme can be reached at mlegereme@cityoflilburn.com for scheduling and information on payment.

Modification of Policies - The City reserves the right to waive, modify, and/or amend these policies, partially or in its entirety, at any time solely at the City’s discretion. Formal written requests will be considered by the Mayor and City Council.

The undersigned agrees to all terms and conditions as set forth in this Agreement:

DATED: _____
_____ Applicant for use of facilities owned by the City of Lilburn, Georgia

Witness Applicant Signature

**City of Lilburn
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ATTACHMENT A: RELEASE AND INDEMNITY

HOLD HARMLESS AGREEMENT

The undersigned has requested to use the following described property or facilities owned by the City of Lilburn, Georgia:

Greenway Trail for purpose of 5K Run

While using the said facilities, the undersigned does hereby agree to use the said facilities in a careful and prudent manner and to return the said facilities to the said City at the conclusion of its use in as good a condition as the said facility was at the inception of the use.

While using the said facilities, the undersigned does hereby agree to indemnify and hold harmless the City of Lilburn for any claims or purported claims arising by virtue of the use by the undersigned of facilities owned by the City of Lilburn.

This agreement shall be binding not only upon the undersigned, but also upon the executors, administrators, heirs and assigns of the undersigned.

The undersigned **is (is not)** covered by insurance in the use of the above-described facilities as follows:

Company Name: _____

Policy Number: _____

(Attach a certificate of insurance for the specific insured coverage required; i.e. fire, general liability)

DATED: _____

Applicant for use of facilities owned by the City of Lilburn, Georgia

Witness

Applicant Signature

Applicant Address

Applicant Phone Number

Business Name

Business Address

Business Phone Number