



TOWN OF CLOVER  
PARKS AND RECREATION DEPARTMENT

**SPECIAL EVENTS POLICY**

**PURPOSE:**

To define requirements for any person or organization (Sponsor) who request use of Clover Parks and Recreation Department (CPRD) parks and facilities for special events AND for special events taking place within the public right of way.

This Policy shall apply to the following *Special Events*:

- All events planned to be held on a public Right of Way (ROW) or that will require the partial or full closure of a public ROW, including festivals on Main Street, neighborhood block parties, run/walks, and parades, processions and marches.
- All events held at Roosevelt, Clover Community and New Centre Parks, Centennial Park, and the Clover Community Center
  - When the public is invited;
  - That will include the on-site sale and/or consumption of alcohol; and/or
  - With expected attendance of more than 75 people

This Policy does not apply to:

- Private events with less than 75 participants held at a CPRD park or facility with no on-site alcohol sales or consumption.

**WHEN ALLOWED:**

Special Events as specified above are covered by this Policy and an approved Special Event Permit Application shall be required. Additional permits may also be required.

**PARK CAPACITY:**

The facility or park requested to be used for the Special Event must be reasonably suited relative to accessibility, size and nature of the proposed Special Event. Adequate parking and bathroom facilities for event participants must be available. The event must be planned with due regard to safety. The following criteria will be used by CPRD to evaluate applications for special events at the specified parks and facilities:

Facility Name	# on-site parking	# on-site bathrooms	Capacity
Roosevelt Park	70	2	150
Clover Community Park	189	4 + 1 POJ	525
New Centre Park Soccer Field Area	220	4	600
New Centre Park Splash Pad/Amphitheater	79 + ~22 OF	6	220

CPRD reserves the right to accept, reject, or modify an event based on the level of Town services needed to accommodate the event and/or based on the overall benefit to the community. A Special Event Permit grants permission for a Special Event, but in no way grants exclusivity to any park property or public right of way. Special events cannot prohibit or impede

access to public restrooms, walkways, trails, parking lots, sidewalks or roadways unless approved.

**LIABILITY INSURANCE:**

The Sponsor must provide a certificate of insurance (ACORD) in the amount of \$1,000,000 minimum per occurrence no later than two (2) weeks prior to the event. The Town of Clover must be listed as an "Additional Insured." The Town reserves the right to require a higher aggregate amount of liability insurance coverage based on the types of activities planned for the Special Event if it is held on Town property. For example, if the event will include high risk activities such as alcohol, fireworks, petting zoos, etc., the Town may require additional insurance coverage.

**OTHER PERMITS REQUIRED:**

The Sponsor must also provide Town of Clover with proof that the Sponsor and all Vendors have acquired all necessary permits and licenses for the proposed event. These may include retail sales licenses and alcoholic beverage licenses (SCDOR ABL-100, ABL-900 and/or ABL-909). A Town of Clover Business license is required for all vendors. For certain events, a Town Zoning Permit may also be required. Sponsor shall follow all state and local laws. The Town's Inflatable, Alcohol and Open Burning policies will apply if these types of activities are planned for the event.

Failure to acquire permits could result in cancellation of the event by the Town.

**RESPONSIBILITY:**

Sponsor understands that damage to CPRD facilities or property and/or not abiding by the Park Rules or the Special Events Policy rules may be cause for cancellation or withdrawal of the Special Event Permit and/or denial of future permits. Sponsor shall be responsible for restitution of all damages. CPRD reserves the right to enter any Town of Clover park or facility at any time to observe Sponsor actions and terminate the event and/or activities immediately if there are safety issues, violations of Park Rules or of the terms of the Special Event Permit, or of any other state or local law or regulation. Any misrepresentation on the application or deviation from the final agreed upon terms may result in immediate revocation of the Permit or termination of the event.

**VENDORS:**

Vendors are required to present valid licenses to operate, e.g. Town business license, SCDOR Retail License, Hospitality Tax, etc. The sale of any item, such as, but not limited to food, clothing, etc., at any event held on Town property must be pre-approved by CPRD. Sponsor is responsible for ensuring all vendors follow health and safety code requirements.

**ADMISSION FEES:**

If fees are charged for team registrations or for spectator admissions, the Sponsor shall pay the Town ten (10%) percent of the proceeds in addition to the required rental fee. Additional fees due to the Town from registrations and admissions must be paid within ten (10) days after the event.

## **EVENT ADVERTISEMENT:**

Temporary signs such as banners and yard signs are allowed in accordance with the Town's Zoning and Land Development Ordinance. No signs are allowed to be attached to trees, fence posts, or utility poles.

## **SET UP:**

Tents and/or canopies must be weighted. Installation of tent stakes, anchors, or any other objects into the ground, sidewalk or roadway is prohibited. Placement of tents, canopies, inflatables, food trucks, port-a-potties, generators, and other temporary facilities must be shown on an Event Map attached to the Special Event Permit Application.

Vehicles must park in designated areas and are not allowed on grass or walkways without approval by CPRD. The Sponsor shall be responsible for restitution for any damage to grass or walkways caused by improper parking or loading/unloading.

No fire hydrant or entrance or exit shall be blocked unless approved by permit.

## **PROHIBITED ACTIVITIES:**

Alcohol and inflatables are strictly prohibited within Town parks and facilities except with an approved permit.

Fireworks and open burning are strictly prohibited except with an approved permit; provided, however, that use of designated grills at CPRD parks and grills operated by licensed food Vendors are allowed.

Amplified music that disturbs or disrupts CPRD park users or surrounding residents is prohibited.

Glass bottles or containers are prohibited.

## **SUPERVISION:**

Sponsor is responsible for providing proper supervision of the Special Event at all times by an adult(s) at least 18 years old.

## **PUBLIC FACILITIES:**

The Sponsor is responsible for inspecting facilities prior to use and reporting any issues or concerns to CPRD. All rented facilities are rented "as is."

Electrical service required beyond that which is generally available must be provided and arranged for the Sponsor. All electrical equipment and setup must comply with the current version of the National Electrical Code and the International Fire Code. All additional power must be approved by CPRD.

Sponsor is responsible for renting additional Port-A-Potties sufficient to meet the demands of attendees. See the minimum requirements for Port-a-Potties for each CPRD park on the Special Event Permit Application. In accordance with ADA standards, at least one (1) portable toilet shall be handicapped accessible. Event sponsor assumes responsibility for all arrangements (drop off and pick up), set-up, clean-up, cleaning and restoration of the facility and grounds.

Sponsors are responsible for cleaning and restoring the site after the Special Event. Cleanup should begin within one hour after the Special Event is concluded. If the Sponsor fails to clean

and restore the site, the Sponsor shall be required to reimburse the Town for staff time used to clean at a rate of \$30/hour per employee. Trash roll carts may be requested; additional fees may be assessed after the first four (4) carts. Food vendors must properly dispose of cooking oil and grease.

Sponsor shall not assign nor sublet the premises or any portion thereof.

### **PUBLIC SAFETY:**

Event sponsor is responsible for all costs for security and traffic control.

For an event with an expected attendance of greater than 75 people, the Sponsor may be required to have a Town of Clover off-duty Police Officer on site. One additional officer may be required for every additional 75 attendees. See Special Event Permit Application for hourly rate for on-site public safety. For events where traffic control and/or road closure is required, the Town may require use of additional officers. If public safety is required, the Sponsor must utilize private security if the Town is unable to provide off-duty officers for the event.

Sponsor is responsible for notifying York County Office of Emergency Management to determine EMS needs, evacuation plan, and accessibility. Sponsor is responsible for providing first aid at the Special Event.

Projected Event attendance to be provided (along with supporting documentation) by sponsor to CPRD. CPRD may accept or adjust sponsor's projection in consideration of public safety concerns.

All vendors will be inspected by the Town of Clover to ensure fire safety requirements are being met.

### **DISCRIMINATION:**

Events held on Town property must not discriminate on the basis of race, sex, national origin, color or creed. Events must accommodate the special needs of disabled persons whose rights are protected under the Americans with Disabilities Act and who choose to participate in the event.

### **HOLD HARMLESS:**

Sponsor hereby shall assume all risks incident to or in connection with the permitted activity and shall be solely responsible for damage or injury, of whatever kind or nature, to person or property, directly or indirectly arising out of or in connection with the permitted activity or the conduct of Sponsor's operation. Sponsor hereby expressly agrees to defend and save the Town harmless from any penalties for violation of law, ordinance, or regulation affecting its activity and from any and all claims, suits, losses, damages or injuries directly or indirectly arising out of or in connection with the permitted activity or conduct of its operation or resulting from the negligence or intentional acts or omissions of Sponsor or its officers, agents and employees.

By signing the Special Event Permit Application, I am acknowledging that I have read, understand, and agree to the terms of this Policy and that I agree to be bound by the above terms and release and hold harmless agreement.