

Canan Commons Policy

- I: The City of Muncie has contracted with Muncie Downtown Development Partnership to manage Canan Commons for three categories:
- Planned events created and managed by MDDP
 - Planned City/MDDP managed community events
 - Events managed by other organizations or individuals

Applications must be submitted to MDDP at least {thirty days} in advance of the event date and all payments made 14 days prior to your event. Allow 3 days to receive application approval

Applications for use must be submitted with all information completed and include the waiver of liability and proof of insurance. An event is not considered booked until all fees are received.

Make payments to:

Muncie Downtown Development Partnership and send to 120 W Charles St. Muncie, IN 47305.

II: **Liability Insurance Required**

Proof of Liability Insurance MUST be presented to MDDP 14 days prior to the approved event. Applicant shall maintain the following insurance in full force and effect: General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

- The City of Muncie and Muncie Downtown Development Partnership shall be named as an additional insured under the General Liability policy.
- Such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss hereunder.

III: **Indemnity Agreement**

- An Indemnity Agreement (attached herein) must be signed by an authorized representative of the organization requesting a permit.

IV: **Damage/Security Deposit**

- Once MDDP approves an application, the event organizer must submit a refundable damage/security deposit of five hundred dollars (\$500).
- Part or all of the damage deposit will be kept if damage occurs. Examples of what might constitute damage are: trash/debris, damage to sod/grass (**parking on grass is not allowed**), damage to concrete areas, damage to park property, damage to trees, damage to electrical equipment and/or electrical systems, damage to performance stage, damage such as spills that leave stains or smells.
- The Park Superintendent or MDDP designee will evaluate the event space

and property to ascertain if anything was damaged. The Parks Dept/MDDP will be under no obligation to leave any trash strewn about or broken equipment on park grounds just to justify the damage and loss of part/all of the deposit to an organizer. The Parks Dept/MDDP will make every effort to communicate effectively with any organizer that will lose part/all of the deposit.

V: Security

- The event organizer shall be responsible to obtain and pay for security services.
- All public events require security, with one security officer necessary for every 200 persons expected to attend the event.
- Security costs are \$35.00 per hour and the security staff can be arranged by MDDP and invoiced to the organizer or the organizer can provide their own security with approval of MPD and MDDP.

VI: Restroom Facilities

- The event organizer shall be responsible to obtain and pay for adequate restroom facilities.
- There are no permanent restroom facilities at Canan Commons. One portable restroom facility is required for every 300 persons expected to attend the events.

VII: Vendors

- Food Vendors must be approved by the Delaware County Board of Health. Where applicable, an event fee may be required by the BOH.
- Please note: without express written permission from MDDP and the City of Muncie, no alcohol is to be sold at Canan Commons.

VIII: Trash Collection

- MDDP will call, at your request, the Sanitation Dept. for extra trash totes. Canan Commons normally has 6-8 totes available.

IX: Child Supervision

- If children under the age of 18 are part of the event, it is your responsibility to provide adequate supervision.

X: Vehicles and Parking

- Vehicles are not allowed on Canan Commons property. Failure to comply with this regulation will result in a loss of deposit. Parking is permitted in designated parking lots.

XI: Safety

- The possession of drugs and other illegal controlled substances, fireworks, air rifle, paintball guns, bows and arrows, swords, and pellet guns is strictly prohibited in any park or park facility.

XIV: Walk-through

- The event organizer is responsible for scheduling a "walk-through" of their event with MDDP staff to review the site plans no less than two weeks prior to the date of the event. The purpose of the walk-through is to make users/organizers completely aware of all site guidelines and to answer any questions.

XV: Contract Violations

- The following activities are examples of violations of this contract: gambling, profanity, dangerous activities, unauthorized vending (including the sale of alcohol, tobacco or drugs) excessive guests, excessive noise or other activities which cause a disturbance to other nearby activities or are in violation of state law and local ordinances. Sleeping (overnight camping) in Canan Commons is prohibited.
- Park facilities must be used solely in accordance with the City of Muncie Parks and Recreation Dept. policies and procedures. The MDDP, on behalf of the City of Muncie and the Muncie Parks and Recreation Dept., retains the right to revoke a special use permit any time upon violation of your agreement or the risk or threat of a violation of your agreement.

By signing and submitting the application, the permit applicant agrees to abide by the rules and regulations of the Muncie Parks and Recreation Department including, but not limited to, the conditions as stated on this application.

Signature of Applicant_____

Applicant's Printed Name_____

Date of Application_____

Indemnity Agreement

The undersigned agrees to indemnify, defend, and hold harmless the City of Muncie, Indiana, its officials, agents and employees (including Muncie Parks and Recreation Department and Muncie Downtown Development Partnership) from any liability due to loss, damage, injuries or other casualties of any kind, to the person or property of anyone on or off Canan Commons arising out of, or resulting from the issuance of the permit or the event activity therewith, or from the event activity undertaken there under, whether due in whole in part to the negligent acts or omissions of the City, its officials, agents, or employees, or the applicant, his agents, contractors or employees or other persons engaged in the performance of the event or activity, or the joint negligence of any of them, including any claims arising out of the workman's compensation act or any other law, ordinance, order, or decree, for a period of the applicable statute of limitations. The applicant shall pay all reasonable expenses and attorney fees incurred by or imposed on the City and its agents in connection herewith in the event that the applicant shall default under the provisions of the indemnity agreement.

I AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE INFORMATION SET FORTH ON THIS APPLICATION IS TRUE AND CORRECT.

Signature of Applicant:

Print Name: _____

Dated this _____ **day of** • 20__

Print Witness Name: _____

Signature of Witness: _____

Dated this _____ **day of** • 20__

Please Read Carefully :

I, a duly authorized representative of the applicant, hereby affirm that the submitted information is true and correct to the best of my knowledge. As such, I have been authorized by the applicant to apply for this permit and have read, understand and agree to comply with all rules concerning the use of a Muncie Parks and Recreation. The applicant agrees that while renting the park, the applicant will not exclude anyone from participation in, deny anyone benefits of, or otherwise subject anyone to discrimination because of that person's race, color, sex, religion, creed, sexual orientation, national origin or ancestry, age or handicap. Under this Special Event Permit, the applicant assumes all responsibility for proper conduct in the park as outlined above.

Canan Commons Application for Special Use Permit

- Permit must be submitted 30 days prior to event.
- Certificate of Insurance, indemnity agreement and payment of rental fee and security deposit must be received before application will be approved.
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Name of Event _____

Date of Application _____

Event Date _____

Private or Public Event? _____

Address _____

Contact Name _____

Contact Email _____

Contact Phone _____

Organization _____

Not for Profit Tax ID# _____

Type of Event _____

Start Time of Event _____ End Time of Event _____

Anticipated Number of Attendees _____

Will you be charging admission? _____

Will you be amplifying sound? _____

What are your electrical needs? _____

Please attach a detailed copy of your agenda or planned events.

Attach Layout of Event to this application (if tents, bouncehouses or any staked structures are to be a part of your event, utility lines and sprinkler system must be avoided. Please discuss with MDDP staff.

Permit Fees

Fees allow for 8 hours of event per day.

Not for Profit - \$100 per event _____

Community Group offering free community awareness or activities- \$100 per event _____

For Profit Business - \$250 per event _____

Ticketed Event- \$500 per event _____

Downtown Assistant Day of the Event- \$100 _____

Use of Breakout Electrical Cart- \$100 _____ (must employ Downtown Assistant to access and move electrical cart)

Total Fees Due _____

Important Things to Consider

A temporary food permit must be obtained from the Delaware County Health Department if you are planning to sell food (i.e. hot dogs, nachos, candy, etc.) or have Food Trucks. Any non-profit organization must show proof of non-profit status when applying for permit. A toilet and hand washing station must be provided (portable or in facility) for anyone preparing/selling food.

The City of Muncie Parks and Recreation Department requires you to have 1 (one) rest room facility for every 300 participants at Canan Commons. If number needed exceeds what park has available, it will be the organization's/event organizer/s responsibility to acquire the necessary number.

Alcohol is not permitted to be sold in Canan Commons.

Each organization will be responsible for cleaning the site and bagging all trash and placing it in the toters. Toters are then to be taken to the Mulberry St. sidewalk and grouped together for disposal by MSD. Failure to clean the site and bag the trash may result in the reduction or loss of your security deposit. If an event is deemed large enough to produce more than 6 toters of trash, additional toters may be obtained at the organizers request.

The sponsoring organization's Event Organizer must comply with all of the City of Muncie's Ordinances regarding acceptable noise levels. (Please refer to the City's Noise Ordinance, Chapter 100 of the Muncie City Code.*)

Application for a noise permit must be filed at least 60 days prior to event with the Board of Works.

If you require a Street Closing for your event, it must first be cleared with MDDP who will notify Downtown businesses to identify any conflicts. The request must be taken to the Board of Works for approval. MDDP staff can assist you with that process.

It is the event organizer's/applicant's responsibility to be in compliance with all federal and state copyrights laws.

MDDP and The City of Muncie reserve the right to deny any event that is in violation of the Civil Rights Amendment or incites violence, hate speech or planned divisiveness.

If you have questions, please contact: Cheryl@downtownmuncie.org
(765) 282-7897

