

**BUREAU OF STATE PARKS** 

Prospective Event Sponsors:

Thank you for your interest in Point State Park. We are pleased to present you with the Point State Park Special Event Guidelines, fee schedule and application to assist you in planning your event at Point State Park.

Point State Park is a 36-acre State Park and a National Historic Landmark located at the confluence of the Monongahela and Allegheny rivers in the heart of downtown Pittsburgh. Point was conceived as an iconic symbol commemorating the three rivers and the historical role they played in the Nation's beginnings. Today, this historic park continues to play an important role both as an historic site, and as a place for gathering, recreation, celebration and reflection.

As a National Historic Landmark, significant natural asset and a regional symbol, guidelines have been adopted to protect the park's archeological, historic and natural resources and preserve them so that the park will continue to be an amenity that the community at large can enjoy for years to come.

Please review the below guidelines. They will be incorporated into your event planning and reflected in your agreement with DCNR. If your plans require the use of any public property outside of the park, or city departments or authorities (such as emergency services, street or sidewalk closures, state rental, fireworks, etc.) a permit from the City of Pittsburgh will also be required. The City of Pittsburgh's application is available online at pittsburghpa.gov. If you would like to proceed with your event request, please complete and sign the attached application packet and return it to the Park office.

Sincerely,

Jacob Weiland

Jacob Weiland Park Manager Point State Park

 conserve
 sustain
 enjoy

 Point State Park

 601 Commonwealth Place, Building A | Pittsburgh, PA 15222-1212 | 412-565-2850 | F 412.565.5128 | RA-POINTSP@PA.GOV

 An Equal Opportunity Employer
 dcnr.state.pa.us
 Printed on Recycled Paper CAR

# SPECIAL EVENT GUIDELINES POINT STATE PARK

## I. EVENT PERMITTING PROCESS

All events occurring within the boundary of Point State Park require a written agreement with the Department of Conservation and Natural Resources (DCNR); most activities also require a City of Pittsburgh Special Events Permit. City of Pittsburgh Special Events Permit information can be found at: https://pittsburghpa.gov/events

A copy of the approved City of Pittsburgh Special Events Permit must be supplied to the park at minimum **fourteen (14) calendar days prior to event set up.** 

If your organization would request using the Block House property, the Daughters of the American Revolution (DAR), Pittsburgh Chapter can be contacted by e-mail at <u>fortpittblockhouse@gmail.com</u> or by calling 412-471-1764. For more information visit http://www.fortpittblockhouse.com

If your organization would request using the Fort Pitt Museum administered by the Heinz History Center, the Museum can be contacted by e-mail at <u>fortpittinfo@heinzhistorycenter.org</u> or by calling 412-281-9284. For more information visit www.heinzhistorycenter.org/visit/fort-pitt/

An event is defined as any group activity of twenty (20) or more people or any activity of less than twenty (20) people requesting use of a specific area of the PARK. All events occurring within Point State Park must be free and open to the public.

In order to provide adequate time for administration of all agreements and permits needed to hold an event in Point State Park, all applications to DCNR must be submitted at least 180 days before the first date of the proposed event. The written agreement with DCNR is not limited to, but will contain the following:

- Term of the Agreement
- Liability Insurance Requirement
- User Risk Management Plan
- Payment Requirements
- Special Conditions

Upon requesting to hold an event at Point State Park, the event SPONSOR will need to take the following actions to properly apply to DCNR:

1. Event SPONSOR will read Special Event Guidelines, Greening Your Event Initiative and completely fill out and sign the Special Event Application attached within this packet and return it to the PARK.

- 2. Once the PARK receives the completed Special Event Application packet, it will be reviewed and a response will be forwarded to the event SPONSOR in a timely manner.
- 3. Approved applications will have 14 calendar days, from notification, to complete the necessary paperwork for the agreement. After 14 calendar days, the application will be considered null and void. If the SPONSOR wishes to continue with the process, a new application will need to be submitted.
- 4. Approved applications will receive an electronic draft of the agreement for the event SPONSOR to review. It is the SPONSOR's responsibility to respond within 7 calendar days with any questions or concerns.
- 5. Final paper copies of the agreement will be provided to the SPONSOR upon approval of the electronic draft. It is the SPONSOR's responsibility to return the required documents to the PARK in a timely manner.
- 6. Upon receipt of the properly signed documents, the event dates will be secured pending all requirements are met in a timely manner.
- 7. It is the SPONSOR's responsibility to annually renew the agreement in writing by the set deadline of January 31.
- 8. It is the SPONSOR's responsibility to submit a completed Special Event Application packet for expired agreements at least 180 days before the first date of the proposed event.

Event dates will be awarded on a first-come first-served basis, depending on availability, resource recovery and rest periods, completion of the event application process, event greening initiatives with preference given to events that align with DCNR and the Bureau of State Parks' mission. Only one (1) event will be permitted per calendar day inclusive of set up and tear down. Approved events will be permitted a maximum of (1) one weekend; not to exceed (7) seven consecutive days to include set up and teardown. It is recommended to contact the PARK twelve (12) to eighteen (18) months in advance of the proposed event date to ensure the date requested is available. The Bureau of State Parks shall have the sole discretion in awarding special event dates, and dates will be awarded only after the above process is complete.

A minimum five (5) day resource rest and recovery period before and following large events is required. A minimum three (3) day resource rest and recovery period before and following medium events is required. A minimum (2) day resource rest and recovery period before and following small events is required. Rest periods are defined as full days of no organized activity; set up and tear down are not considered resource rest and recovery days. These mandatory rest periods will allow time for PARK resources to recover and any repairs/maintenance to be completed. Annually re-occurring events are to occur April 1 through September 31 and November 1 through December 31. **NO EVENTS WILL BE PERMITTED IN THE MONTH OF OCTOBER TO ALLOW PARK STAFF TIME TO COMPLETE YEARLY PARK REHABILITATION PROJECTS.** 

## **II. GENERAL EVENT RULES**

RULES AND REGULATIONS: All special events must adhere to Pennsylvania Bureau of State Parks Rules and Regulations, as well as all appropriate laws and regulations of the United States of America, Allegheny County, and the City of Pittsburgh, in addition to the conditions in this document. A copy of State Park Rules and Regulations can be found at:

http://www.dcnr.pa.gov/StateParks/RulesAndRegulations/Pages/default.aspx

Please contact the other entities for additional information.

SPONSOR RESPONSIBILITY: The SPONSOR is fully responsible for any and all activities and operations associated with their event to include set up, tear down, and actual event days. It is the SPONSOR's responsibility to furnish each vendor with a copy of, and ensure compliance with, the Point State Park Special Event Guidelines.

PARK INSPECTIONS: Event SPONSORS are required to conduct a pre-event walkthrough with Park Manager or designee within seven (7) days of set up and a post-event walkthrough within seven (7) days following tear down of event equipment and clean up. Any damage should be noted by SPONSOR at the time of initial walkthrough. Failure to note damages may result in restitution charges after event. No event set up shall start before initial walkthrough is completed. It is the SPONSOR's responsibility to contact the PARK office to schedule said inspections.

DISPLAYS: No displays, signs or other feature will be of a publicly offensive nature to a reasonable person of normal sensitivities. DCNR reserves sole discretion as to what will be allowed. Displays shall be non-ground penetrating.

PYROTECHNIC and/or FIREWORK DISPLAYS: The following activities are prohibited: Possessing, loading, discharging or causing to be discharged a firecracker, firework or pyrotechnical material. If event SPONSORS are requesting pyrotechnic and/or firework displays to be shot from the rivers during the scheduled activities and requesting to load racks, mortars, tools and safety PPE, SPONSOR shall secure the services of a DCNR approved pyrotechnic and/or firework display company. Only companies with a valid Point State Park Commercial Use License may be approved to load and off-load along the designated wharf. DCNR will provide a listing of available firework display companies to event SPONSOR during the site visit. It is the SPONSOR's responsibility to secure a company to acquire a permit through the City of Pittsburgh's Department of Public Safety, a permit through the US Coast Guard and any other permit required by the Commonwealth, County or City. It is the SPONSOR's responsibility to secure a company and properly notify the Federal Aviation Administration (FAA) and any other notifications necessary. For safety and security purposes, live entertainment will need to conclude by 10:00 pm to allow for the safety teams to properly clear the park and close the facilities.

VEHICLES: Vehicles are not permitted in Point State Park. Loading and unloading of event set up vehicles will take place along Commonwealth Place in the PARK's drop off area, or in the designated stage area at the intersection of Commonwealth Place and Fort Duquesne Boulevard. Pre-approval may be acquired for vehicles to load and unload for event set up and tear down between the approved hours of 6:00 PM and 6:00 AM. It is the sponsor's responsibility to acquire approval **thirty (30) days before the event date.** Vehicles found on the Park outside of the approved hours and area will be towed at the owner's expense.

Event vehicles will adhere to the following:

- Event set up and tear down vehicles will only be permitted during the hours of 6:00 pm and 6:00 am to alleviate visitor impact and provide enhanced visitor safety.
- Vehicle, trailer, stage and/or combined weight will be limited to 5 ton total gross vehicle weight (GVW) on the walkways, 15 ton total GVW on the wharfs and 30 ton total GVW at the designated stage area. The Portal Bridge travel is restricted to the center of the bridge and only one vehicle can travel at a time on or over the bridge.
- Only off-road utility vehicles, such as a John Deere Gator or Kawasaki Mule, with pneumatic turf tires outfitted to minimize lawn damage, can travel on the lawn for set up, tear down and servicing vendor booths. These utility vehicles are also permitted to travel on the paved pathways and across the Portal Bridge. Use of a forklift with pneumatic tires requested by SPONSOR will be considered by Park Manager on a case-by-case basis. Approval for use will be for paved pathways only and will be in writing. At no time shall these vehicles be authorized outside of the permitted event area.
- With the exception of the reinforced stage area near Commonwealth Place, no tractor-trailers will be permitted in the PARK. Any SPONSOR wishing to utilize another area of the PARK for portable stage set up shall submit a plan to DCNR, including all weights and dimensions, and request shall be approved or denied in writing.
- Emergency vehicles will be permitted and parked only in areas designated by Park Manager.
- Pedestrians in the PARK have the right of way at all times. Any event utilizing vehicles shall yield to pedestrians, drive at slow speeds (not greater than 5 mph) and use hazard lights at all times.
- The Great Lawn is designated a National Historic Landmark. EQUIPMENT AND/OR VEHICLES ARE NOT AUTHORIZED TO OPERATE ON THE GREAT LAWN.

PARKING: Parking is not authorized in Point State Park, except within the PARK's parking concession located off of Commonwealth Place between Fort Pitt Blvd. and Blvd. of the Allies. There is a fee associated with this concession. This includes event planning meetings, set up, tear down and event days. SPONSOR should make arrangements for parking directly with the parking concessionaire. Parking along Commonwealth Place is metered and enforced by the Pittsburgh Parking Authority. If assistance is required the Parking Authority can be contacted by calling (412) 927-1101 or visiting www.pittsburghparking.com . The bump out along Commonwealth Place is to remain open to the public for drop off deliveries and ADA access unless Commonwealth Place is partially or fully closed.

EVENT RENTAL EQUIPMENT AND SERVICE VENDORS: All vendors that provide event equipment rentals and services on the PARK, for the SPONSOR, must have or obtain a Commercial Use License from DCNR. This license allows vendor to do business on Commonwealth property. It is the SPONSOR's responsibility to ensure the vendor receives the information necessary to obtain a Commercial Use License from DCNR and all vendors are provided with the current Special Event Guidelines. Commercial Use License must be fully executed a minimum of fourteen (14) calendar days prior to event set up. If the Commercial Use License is not obtained and all necessary documentation on file, vendors will not be allowed to perform their services on the PARK.

RESTROOMS: Event SPONSORS are required to provide temporary restroom facilities for their events. Total number of restroom facilities shall be in accordance with limits set forth by manufacturers and in accordance with anticipated attendance of event. SPONSOR shall secure temporary restroom facilities for all medium and large events. DCNR will provide a listing of available temporary restroom service suppliers to event SPONSOR during the site visit. SPONSOR shall secure the services of a DCNR approved temporary restroom service suppliers. Only providers with a valid Point State Park Commercial Use License may be used.

AUDIO VISUAL: If event SPONSORS are requesting live entertainment during the scheduled activities the SPONSOR shall secure the services of a DCNR approved audio-visual provider. Only providers with a valid Point State Park Commercial Use License may be used. DCNR will provide a listing of available audio-visual provider to event SPONSOR during the site visit. For safety and security purposes, live entertainment will need to conclude by 9:00 pm to allow for the safety teams to properly clear the park and close the facilities. Live entertainment schedules are to be submitted **thirty (30) days** before the event date.

FOOD/MERCHANDISE/PROMOTIONAL VENDORS: All vendors, whether food, merchandise or promotional, shall adhere to regulations of Pennsylvania Department of Revenue and all State, County and City laws and regulations concerning temporary sale of food or merchandise. A list of all vendors shall be kept and made available upon the request of the Park Manager, containing vendor name and contact information. The tax id number can be e-mailed to the parks resource account at <u>RA-nrsppoin@pa.gov</u>. The tax id will be kept in a separate and secure file. It is the SPONSORS responsibility to acquire and maintain a Certificate of Insurance from food/merchandise/promotional vendors. Guidelines for temporary and seasonal food, merchandise and promotional vendors can be obtained by contacting the Allegheny County Health Department. DCNR reserves the right to deny and/or remove food/merchandise/promotional vendors for public health and safety purposes.

PAYMENTS: All event SPONSORS are required to make all required payments by deadlines set forth according to the schedule of fees. If payment is not made, Park Manager reserves the right to terminate the agreement and cancel the event. Payments include all administrative fees, event fees, service fees and the refundable security guarantee. Any event SPONSOR that has an outstanding bill or payment due from a previous event will not be permitted to hold a special event until all payments are received by Park Manager. Late payments will be subject to an 18% late fee assessed per day to the remaining balance until paid in full.

STREET CLOSURES: All street closures of Commonwealth Place that block access to PARK's parking concession shall compensate concessionaire equal to rental of said area for total number of days closure is in place. Please confirm contact with the City of Pittsburgh has been made thirty (30) days before your event requesting partial or full street closure of Commonwealth Place.

PARK SERVICES COST RECOVERY: Event SPONSOR shall make arrangements for all operations necessary to hold special event. These include, but are not limited to: set up, tear down, vendors, refuse collection and removal, security, emergency medical services and utility distribution for event use. Use of DCNR personnel must be requested **sixty (60) days** in advance and in writing to Park Manager. Approval or denial will be issued in writing with Park services cost recovery estimate. All park services provided will be billed to SPONSOR at the recovery rate in effect for that event year.

Certain PARK services are mandatory to ensure protection of PARK resources and public safety. These services are listed in Section IV Special Event Schedule of Fees for Point State Park, and will be assessed prior to event start date.

ON-SITE and OVERNIGHT SECURITY: Event SPONSORS are responsible to secure and provide on-site and overnight security providers for all medium and large events categorized as a festival, celebration, races and events with live concerts and/or firework displays. Total number of on-site and overnight security personnel shall be in accordance with the special event safety staffing matrix. DCNR will provide a listing of available on-site and overnight security providers to event SPONSOR upon request. SPONSOR shall secure the services of a DCNR approved on-site and overnight security providers. Only providers with a valid Point State Park Commercial Use License may be used. A pre event safety plan review and security meeting is required to occur **sixty (60) days** before the event date. **DCNR reserves the right to determine the need for On-site and Overnight Security services for all special events including dignitary visitors, military personnel, sports celebrations, filming, etc.** 

CANCELLATIONS: All special events are scheduled to take place regardless of weather. No refund of event fees will be issued due to event cancellation. There are no rain dates or rescheduled dates for cancelled events.

REFUSE AND RECYCLING: SPONSOR is responsible for all refuse in the event area each day SPONSOR is on the Park to include set up, event day(s) and tear down. All refuse must be removed from event area and properly disposed of. SPONSOR shall coordinate with and utilize Park's waste disposal services in accordance with the fee schedule. BUREAU reserves the right to invoice SPONSOR for cleanup of event area if SPONSOR's cleanup is found to be inadequate by Park Manager or designee. Recycling is required for all events. Should SPONSOR utilize the Park's site recycling facilities, recyclables must be placed loose in the appropriate containers. Plastic bags are not to be placed into Park or City of Pittsburgh recycling containers. DCNR will provide a listing of available refuse and recycling service suppliers to event SPONSOR during the site visit. SPONSOR shall secure the services of a DCNR approved refuse and recycling service supplier. Only providers with a valid Point State Park Commercial Use License may be used. Staffing hours, materials, equipment rentals will be added to the service fee invoice for work completed by park staff. A full day's fee will be added to the service fee invoice for each location park staff are committed to cleaning, following the events final tear down date.

PARK INFORMATION BOOTH: PARK reserves the right to set up and operate an information booth during events. SPONSOR shall coordinate location of information booth with Park Manager or designee.

GRILLING: Charcoal grills are strictly prohibited. Gas grills may be allowed in the PARK for use during events. Use of grills may be requested by SPONSOR and considered by Park Manager on a case-by-case basis. Requests and approvals shall be in writing.

ALCOHOL: Point State Park is alcohol free. Sponsor shall not have any type of alcohol on the PARK or utilize any type of promotion from a company affiliated with alcoholic beverages.

DRONES: Drones are not permitted in Point State Park or within the airspace of Point State Park at any time. Please contact the City of Pittsburgh for information regarding flying drones within the city.

RIVERS: The Rivers which surround Point State Park (Allegheny, Monongahela, and Ohio) are not within the boundaries of the park. SPONSOR must make appropriate arrangements with PA Fish and Boat, the US Coast Guard, and/or the US Army Corps of Engineers to utilize the waterways, as necessary.

PUBLIC HEATH ORDER OR STATE OF EMERGENCY: SPONSOR shall abide by all public heath orders by either the PA Department of Health, Allegheny County Health Department, and any other agency that regulates public health. The Department may require Sponsor to provide a public health mitigation plan prior to the event. If the Department requires a plan, Sponsor is prohibited from proceeding with the event without the prior written approval of the plan by the Park Manager or designee. The Department reserves the right to cancel an event due to a state of emergency or a threat to public safety.

CLEARANCES: SPONSOR shall ensure that all employees and volunteers who have direct contact with children have obtained all required clearances in accordance with the Child Protective Services Law, 23 Pa. C.S. § 6301 *et seq*. (<u>http://www.legis.state.pa.us/WU01/LI/LI/CT/HTM/23/00.063..HTM</u>) These clearances may include the following: Pennsylvania Child Abuse History Clearance; Pennsylvania State Police Criminal Record Check; and Federal Bureau of Investigation Criminal Background Check. Information regarding when these clearances are required may be found at

http://www.keepkidssafe.pa.gov/index.htm.

Upon the Department's request, SPONSOR shall furnish copies of all required background clearances to the Department.

Charitable Small (20 – 500 attendees)	Events that are directly associated with fundraising for the entity which is established as a not-for-profit corporation and				
Charitable Medium (501 – 5000 attendees)	which has been granted Federal tax-exempt status. All profits from these events are donated to charity. Events that claim				
Charitable Large (>5000 attendees)	Charitable status will be required to identify profiting charity, % of proceeds donated, and any other necessary information.				
General Small (20 – 500 attendees)	Events such as, but not limited to, music performances,				
General Medium (501 – 5000 attendees)	exhibitions, arts and craft shows that are free and open to the public and do not constitute Charitable or Promotional/Commercial Events. These events do not				
General Large (>5000 attendees)	generate any profit for SPONSOR.				
Promotional/Commercial Small (20 – 500 attendees)	Events that seek to promote, advertise, or introduce a				
Promotional/Commercial Medium (501 – 5000 attendees)	product, corporation, company or other commercial entity to either the general public or to a portion of the general public.				
Promotional/Commercial Large (>5000 attendees)	These events generate a profit for SPONSOR.				
Wedding Small (20-250 attendees)	Evente that include a worlding assessment and (as seen they				
Wedding Large (>250 attendees)	Events that include a wedding ceremony and/or reception.				

EVENT AREAS/CAPACITIES: The following areas of Point State Park are authorized areas within the PARK to hold special events.

City-Side Lawn	17,000 maximum
Allegheny Wharf	3,350 maximum
Allegheny Wharf Amphitheater	150 maximum
Monongahela Wharf Amphitheater	150 maximum
Overlook	100 maximum

### III. EVENT SET UP AND TEAR DOWN

It is the mission of DCNR to respect the historical and cultural resources of the PARK at all times including but not limited to; the Fort Pitt Block House, the Fort Pitt Museum, the Portal Bridge, Reflecting Pool and the Point State Park Fountain. To this end, access and sightlines to the Museum, Block House, and the Fountain shall be maintained during all events. No tents, kiosks, trucks, parking, service areas, temporary restroom facilities or other objects may be placed in front of the Museum/Block House area or on the upper and lower Fountain plazas. In addition, nothing may block access to the Portal Bridge and the view of the Fountain through the Portal Bridge.

GROUND PENETRATIONS: Due to PARK's infrastructure and archeological resources, no ground penetrations will be permitted for any purpose.

SIGNAGE: SPONSOR shall not fasten any rope, sign, banner, flyer or other object on any structure within the PARK, including but not limited to trees, light poles, and benches.

TIME PERIODS: Required set up and tear down periods are outlined in the below table.

Large Events	Not to exceed 3 Days
Medium Events	Not to exceed 2 Days
Small Events & Weddings	Not to exceed 1 Day

SET UP MAP AND SCHEDULES: A detailed set up map and load in/out schedule shall be submitted for review by Park Manager at least **thirty (30) calendar days prior** to first day of set up. Map shall include any item that will be placed in the PARK by the event. Schedule shall include dates/times of all deliveries, booth set ups, and which entrance will be utilized for said delivery.

WEATHER CONSIDERATIONS: In extraordinary weather conditions, DCNR may require modifications to how events are set up and torn down and how vehicles are used in order to minimize lawn damage. SPONSOR shall recognize that Point State Park is located in a flood plain and is often affected by extreme weather conditions. In the event of extreme weather conditions that would have an effect on visitor safety, DCNR reserves the right to close the park. SPONSOR shall make preparations in event set up ensuring that large numbers of visitors can evacuate if necessary. ENTRANCE BANNERS: Placement of a banner on the portal bridge to promote sponsorship and identify the date(s) and time(s) of events may be permitted during certain periods of the year. DCNR cannot guarantee display of banners damaged by elements of the weather, vandalism, facility malfunction or other conditions not controlled by DCNR. Banners must meet the following criteria:

- Banners may be up to a maximum size of 12' high x 40' wide, with grommets along the top, a 4" high bottom pocket or weighted bottom and wind slits, made of a mesh material via commercial construction by a DCNR approved supplier.
- All wording and design elements of the banner must be submitted in writing to DCNR for prior approval. Final determination as to whether a banner will be displayed is to be made by the Park Manager or designee.
- SPONSOR shall coordinate with Park Manager to have DCNR install event banners. Banners shall be installed no earlier than one week prior to the scheduled date of the event.
- SPONSOR shall coordinate with PARK to retrieve banner. DCNR will hold banners for no longer than fourteen (14) calendar days following event.
- DCNR reserves the right to deny and/or remove an entrance banner from being hung for safety purposes.

DISPLAY VEHICLES: Display vehicles may be allowed in PARK on a case-by-case basis. Requests and approvals shall be in writing. Display vehicles must be escorted on and off the PARK by uniformed DCNR staff members and/or marked City or County or PA State Police vehicles.

FOOD/BEVERAGE CONCESSIONAIRES: These booths are only permitted to operate on the city side of the PARK. Booths may not block PARK Café seating area and Café will remain open at concessionaire's discretion. Limited food/beverage carts on the Great Lawn side of the PARK, in reserved areas along the Allegheny and Monongahela Wharfs only, may be requested in writing to the park manager. Concessions are not to be conducted on the Fountain Plazas, Great Lawn or Bump outs along the upper promenades. Walkways are to remain open and passable for visitors and emergency services. Grease and gray water must be stored in tanks and disposed of offsite. Utilization of food trucks and food carts may be requested by SPONSOR and considered by DCNR on a case-by-case basis. Requests and approvals shall be in writing.

TENTS: Due to PARK's infrastructure and archeological resources, a non-ground penetrating method for securing tents shall be utilized. For infrastructure and archeological reasons, no ground penetrations will be permitted for any purpose. Water barrels are the preferred method of securing tents for short-term events (1-3 days). Concrete-filled buckets, concrete-filled PVC counterweights or water jugs may also be used as appropriate to size of tent, but will require cushioning (carpet, cardboard or wooden) between the item and the ground and are not permitted on Park's hardened surfaces. Note that the cushioning is required to protect the surface both during the placement of the weight and the operation of the weight and shall be placed on the ground before the weight is put on top of it. DCNR will determine whether to require or prohibit the use of tent flooring depending on the duration of the event and type of vendor activity. DCNR may approve other tent locations and methods of securing tents if requested by SPONSOR. In the event of inclement weather conditions, DCNR may modify use of tents in order to protect turf and utilities. DCNR will provide a listing of available tent service suppliers to event SPONSOR during the site visit. SPONSOR shall secure the services of a DCNR approved tent service supplier. Only providers with a valid Point State Park Commercial Use License may be used.

UTILITY HOOKUPS: DCNR will endeavor to provide water and electrical service only on the city side of the PARK. <u>Only designated utility hookups shall be used for</u> <u>power and water</u>. DCNR will provide a listing of available utilities to event SPONSOR during the site visit. SPONSOR shall secure the services of a DCNR approved electrician to set up the electrical transformer for the stage and for all of pre-approved locations requested to include the Overlook, City-Side Lawn, Monongahela Wharf Amphitheater, Allegheny Wharf Amphitheater and Allegheny Wharf. Only providers with a valid Point State Park Commercial Use License may be used. Commercial Diesel and Electric generators (with GFI Only) may be requested by SPONSOR and considered by DCNR on a case-by-case basis. Generators must be grounded by an approved vendor. Requests and approvals shall be in writing.

STAGES, RISERS, SCAFFOLDING, BLEACHERS and PODIUMS: The following conditions shall apply to events requesting to install a stage for performances.

- The maximum time for a stage, sound systems, risers, scaffolding, bleachers and podium to be set up is no longer than two (2) consecutive weekends (provided that performances are scheduled on both weekends).
- The type of stage, process and location is to be approved by Park Manager or designee.
- No busses, personal RV's and/or tractor-trailers will be permitted in the PARK. SPONSOR is responsible for locating parking for busses and trailers for the performers.

## **IV.** Special Event Schedule of Fees for Point State Park

REFUNDABLE SECURITY GUARANTEE: Each event SPONSOR shall furnish and keep in full force and effect, during the term of this Agreement, a refundable security guarantee made payable to the Commonwealth of Pennsylvania, conditioned for the full performance of all the covenants and stipulations contained in the official Agreement for said event. The refundable security guarantee shall either be a passbook saving account, irrevocable letter of credit, check, debit or credit card or another form acceptable to DCNR. Please note that checks will be deposited and refunded upon the successful completion of your event. Refunds may take up to 6-8 weeks to be processed.

The required amount of the refundable security guarantee takes into account the complexity and projected impact of the event on the PARK's resource and facilities. The security guarantee must be provided at the time the agreement is executed and re-issued by the sponsor no later than January 31 of the following year as part of the agreement renewal process. Guarantee amounts are subject to change and are listed on the fee schedule.

Event SPONSOR agrees, upon completion of each event, to return the PARK premises to DCNR in good condition. Upon completion of each event, the following conditions shall be fulfilled before SPONSOR will be released from its refundable security guarantee obligation, as set forth in the paragraph above:

- All payment of fees, damages, or any other amounts due to the DCNR by the SPONSOR have been made.
- All debris, rubbish, and discarded items, as well as property belonging to SPONSOR or related to the event, have been removed from the PARK by SPONSOR.
- The entire event premises and facilities therein are clean and operable.
- All deficiencies found in the final inspection of the event premises by the DCNR have been corrected and/or paid for by SPONSOR.

Damages that cannot be corrected immediately will be billed to the SPONSOR at reasonable amounts based on recent price research and may include good faith estimates of labor charges. For example, the amount billed to a SPONSOR to reimburse DCNR for damage to a park bench may range from a few hundred dollars to remove or buff out scuff marks and stains, to several hundred dollars to purchase replacement bench legs and attach them to existing benches, to several thousand dollars to replace an entire bench (including delivery and installation).

DCNR shall issue an invoice outlining costs incurred by SPONSOR within thirty (30) days following an event's tear down. DCNR reserves the right to use the SPONSORS' refundable security guarantee to complete any repairs or maintenance needed to return the event area to the condition it was in prior to the event taking place. DCNR will not utilize security guarantee unless payment in full is not received by PARK by the due date of the invoice.

SCHEDULE OF FEES: Prices are per calendar day and include set up days, event days, and tear down days. Event fee due dates are based on the type of event. Charitable, General, and Promotional events are required to submit the invoiced event fee no later than **fourteen (14) calendar days prior to the first day of event set up**. Weddings are required to pay half (50%) of the invoiced event fee to schedule the date; the remaining balance is due thirty (30) days prior to the first day of event set up.

Event Category	City-Side Lawn	Allegheny Wharf**	Allegheny Wharf Amphitheater	Monongahela Wharf Amphitheater	Overlook	Security Deposit	Insurance
Maximum capacity	17,000	3,350	150	150	100		
Charitable, S (20-500)	\$250	\$250	\$200 * if exceeding maximum capacity	\$200 * if exceeding maximum capacity	\$200 * if exceeding maximum capacity	\$5,000	\$1 million
Charitable, M (501-5000)	\$400	\$650	\$200*	\$200*	\$200*	\$10,000	\$1 million
Charitable, L (>5,000)	\$1,000	\$650*	\$200*	\$200*	\$200*	\$25,000	\$1 million
General, S (20-500)	\$350	\$350	\$250 * if exceeding maximum capacity	\$250 * if exceeding maximum capacity	\$250 * if exceeding maximum capacity	\$5,000	\$1 million
General, M (501-5000)	\$500	\$750	\$250*	\$250*	\$250*	\$10,000	\$1 million
General, L (>5,000)	\$1,000	\$750*	\$250*	\$250*	\$250*	\$25,000	\$1 million
Promo/Comm, S (20-500)	\$3,000	\$2,000	\$750 * if exceeding maximum capacity	\$750 * if exceeding maximum capacity	\$750 * if exceeding maximum capacity	\$5,000	\$1 million
Promo/Comm, M (501-5K)	\$3,500	\$2,500	\$750*	\$750*	\$750*	\$10,000	\$1 million
Promo/Comm, L (>5,000)	\$5,000	\$3,500*	\$750*	\$750*	\$750*	\$25,000	\$1 million
Wedding, Small (20-250)	\$3,000	\$2,500	\$2,000	\$2,000	\$2,000	\$1 - \$5K varies	None
Wedding, Large (>250)	\$5,000	\$4,000	***	***	***	\$1 - \$10K varies	None

#### **EVENT FEE CHART REVIEW DAILY FEES**

Commercial Use Licenses fees are \$100.00 to process the agreement and require \$1 million dollar Certificate of Insurance policy.

Notes: \*Requires rental of additional area(s) to accommodate total event capacity. \*\*Rental of the Allegheny Wharf includes use of the Allegheny Wharf Amphitheater.

\*\*\*Area not available for weddings.

Events must reserve sufficient space to accommodate their guests. For example, a small charitable event expecting 200 people may reserve the Allegheny Wharf, which includes the Allegheny Wharf Amphitheater, or they may reserve both the Allegheny Wharf Amphitheater and the Overlook. Reserving only the Amphitheater or the Overlook alone would not provide sufficient space for 200 guests.

#### SERVICE FEE CHART

Service	Price	Comment		
Letter of Authorization	\$25	DCNR Permit required for most small events.		
Special Activity Agreement	\$50	DCNR Permit type required for all medium & large events, and some small events depending on activity type.		
Commercial Use License	\$100	DCNR will provide event sponsors with the Approved Vendor list upon request.		
Banner Installation	\$250	One-time fee per event; includes banner removal. Event sponsors will incur additional fees if wire ties and banner modifications are required to safely hand the banner.		
Waste Removal	\$375	Per tip charge for 30-yard dumpster		
Disposable materials and supplies (trash bags, gloves, wire ties, etc	TBD	Cost to park		
Trash pickup, cleaning, and stain removal	Reference comments	Current Hourly rate, benefits plus parts and materials to be billed per incidentals. Overtime rates may apply.		
Bike Fence Rental	\$100	Per 25 pieces of bike fence/event		
General repairs and bike fence set up	Reference comments	Current Hourly rate, benefits plus parts and materials to be billed per incidentals. Overtime rates may apply.		
Specialized repairs	Reference comments	Current Hourly rate, benefits plus parts and materials to be billed per incidentals. Overtime rates may apply.		
DCNR Ranger services	Reference comments	Current Hourly rate and benefits Overtime rates may apply.		
DCNR Ranger Supervisor (Chief) services	Reference comments	Current Hourly rate and benefits. Overtime rates may apply.		

\*An extra day fee will be added to the service invoice for all areas refuse and recycling is removed by park staff.

Event Sponsors are responsible for all rentals and cost occurring when park staff are providing services to the event and/or vendors.

#### SPECIAL EVENT SAFETY STAFFING MATRIX

The Point State Park Safety Staffing Matrix is a reference guide to assist the sponsor when applying for an event to reasonably calculate staffing levels, service fees and public safety measures for the requested event. The number of the personnel assigned may vary based on the event application and category. If DCNR and the Bureau of State Parks would not have staffing resources available for the event the Bureau will forward the vacancies to public safety partners to include Pittsburgh Department of Public Safety Office, Allegheny County Sheriff's Office and State Police to safely accommodate the event. Each of these offices would invoice the event sponsor separately.

Low Risk - Medium Risk - High Risk						
Estimate # of Attendance per 8 hour work shift or peak attendance		20-500	501- 3000			5000+
Walks / Invited guest/speakers		1-2 DCNR Officers and/or PPD	2-5 DCNR Officers 1 Chief and/or PPD			for each 5000 attendees 2 additional DCNR Officers, PPD K9 walk through
Festivals / Celebrations		1-2 DCNR Officers and/or PPD	2-5 DCNR Officers 1 Chief and/or PPD			for each 5000 attendees 2 additional DCNR Officers, PPD K9
Races		1-2 DCNR Officers and/or PPD and 2 private security	2-5 DCNR Officers 1 Chief and/or PPD 2 private security			for each 5000 attendees 2 additional DCNR Officers, PPD K9
Festivals / Celebrations with Live Concerts and Fireworks		1-2 DCNR Officers and/or PPD and 4 private security	2-5 DCNR Officers 1 Chief and/or PPD 6 private security			for each 5000 attendees 2 additional DCNR Officers, PPD K9
Dignitary visitors, Mass Military Swear In, Sports Celebrations, Filming, etc.	To be determined by DCNR, specifically, Point State Park					

