



**City of Lowell**  
**Office of Cultural Affairs & Special Events**

**Special Event Agreement**

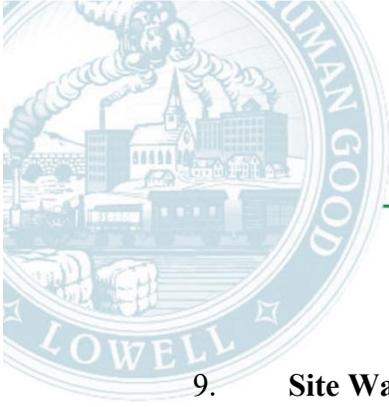
The purpose of this agreement is to establish guidelines for Special Events and Festivals permitted by the City of Lowell ("City" herein) through the Office of Cultural Affairs and Special Events ("CASE"). A Special Event refers to organized events and festivals that require time and services provided by City staff. Event Producer ("EP") refers to the applying individual(s) and/or organization listed on the One Day or Multi-Day Special Event Permit Application.

By signing this Special Event Agreement ("Agreement"), the Event Producer agrees to the following:

1. **EP Eligibility:** The EP must be a resident of Lowell or apply on behalf of a Lowell-based organization. The EP must pay all outstanding balances for City services and fees from any of the Organization's or EP's previous Events prior to permit approval.
2. **Permit Denial:** A Special Event Permit shall not be issued if the EP fails to meet requirements (e.g. permits, licenses, notifications, insurance, due dates, fees, outstanding balances from previous events, etc.) stipulated in the Agreement. Prior to permit approval, the EP must make any requested adjustments as recommended by the City or its staff in order to secure the requested Event date(s). Failure to comply may result in denial of the application.
3. **Permit Revocation:** A Special Event Permit may be revoked or denied in the future by the City if conditions during the event set-up, duration, and/or take-down result in safety hazards or citations. Additionally, if the EP or vendors fail to correct conditions identified by the City, the event may be suspended by the City until the conditions are remedied.
4. **Dangerous Weather:** All event activities will be suspended if any weather is determined by the City to be a danger to the public. The City and its staff shall inform the EP of such a determination. The Event will be suspended and may resume after a waiting period of 30 minutes after the City has determined the dangerous weather has passed.
5. **Scheduling:** The Permitted Special Events Calendar will be managed by the City and its staff. The City reserves the right to limit the number of events during each calendar year. Factors that are considered when scheduling include but are not limited to: size and scope of the Event, infrastructure available to support the Event; potential conflicts with other Events or location users; degree of impact on the venue and surrounding neighborhood; and capacity of City staff.



- a. **Long-Standing Events:** First right of refusal goes to annual Events that have taken place at least five consecutive years. If an applicant submits an application for an Event or Festival on the date during which an annual Event has occurred for at least five consecutive years, the annual EP will be notified and has five business days to submit an application and Special Event Permit Fee to hold that date, or all rights are forfeited. First right of refusal is forfeited and restarts if an Event is canceled by the EP due to reasons unrelated to safety.
  - b. **Holidays:** The City may not approve a Special Event Permit for an Event taking place on a City-recognized holiday or holiday adjacent weekend. City-produced Events may be held on a holiday or holiday adjacent weekends. City-recognized holidays include **New Years Day, Martin Luther King Jr. Day, Presidents' Day, Patriots Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, and Christmas Day.**
6. **Conflict of Interest:** City employees and sitting members on any City boards or agencies or any immediate family members, shall not have financial involvement in any Event. All public officials are expected to comply with the State of Massachusetts conflict of interest law. G.L. c.268A&23(b)(3)
7. **Permit Documents:** Prior to final approval, the EP must provide the following materials to the CASE Office at least one month in advance of the Event:
  - a. Special Event Permit Application.
  - b. Special Event Permit Fee via check or money order.
  - c. Security Deposit (for events with food and/or beverages), to be provided to the Division of Development Services.
  - d. Signed Special Event Agreement.
  - e. Map of the Event footprint including electricity needs and vendor locations. No changes can be made to the map after the permit approval.
  - f. Certificate of Insurance as outlined below.
  - g. If applicable, Special Event Street Closing Application.
8. **Additional Permits:** Additional permits and licenses may be required from other City departments for tents, alcohol, food, electricity, stages, and various Event elements. EP is responsible for obtaining applicable permits and licenses.



9. **Site Walkthrough:** Unless waived by the City, site walkthroughs are mandatory for the EP to attend. Site walkthroughs are intended to review space capacity, clarify electrical needs, and determine if there are any issues with the venue layout prior to the Event.

10. **Venue Condition:** The EP is responsible for leaving the Event venue and applicable streets in the condition found prior to the start of the Event at no expense to the City. The City is not responsible for anything left or stored in the Event footprint by the EP, producing partners, or vendors.

11. **JFK Plaza:** Food and items are not permitted to lean against or be placed on the granite walls at JFK Plaza. Wheelchair access to the Police Department entrance must be maintained.

12. **Food and Beverage Vendors:**

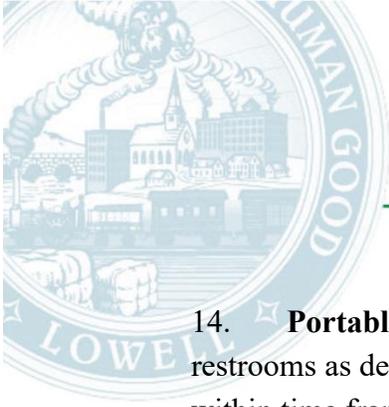
a. EP and all vendors must comply with the City of Lowell health guidelines for food and beverage service and must obtain applicable permits, in addition to any permits and licenses from Fire Prevention and the License Commission, at least two weeks prior to the Event. Any vendors without the proper permits and licenses, who does not meet inspection requirements, or who arrives after the street closure or scheduled Event start time will be prohibited from participating at the Event.

b. The EP is responsible for ensuring that food vendors keep all cooking materials in containers and that any and all waste materials are disposed of properly and removed from the City's premises. The removal and proper disposal of cooking oil is the responsibility of the EP and vendor, as the City does not provide disposal for cooking oil. The EP is also responsible for preventing food, debris, and grease from entering the City's wastewater systems.

c. Cardboard or equivalent material must cover the ground at each vendor's location to prevent damage to the venue surface.

d. Any stains from food, grease or the cleaning of the wastewater system that result in additional expenses to the City following an Event will be the financial responsibility of the EP.

13. **Security Deposit:** For events with food and/or beverage (alcoholic or non-alcoholic) service or consumption, a refundable five-hundred dollar (\$500.00) damage/cleaning deposit is required. The deposit must be received by the Division of Development Services with the completed festival packet and submitted fourteen (14) days prior to the event. The City reserves the right to retain a portion of, or all of, the Security Deposit to cover loss, damage or additional clean up. Should the cost of recovery be more than the Security Deposit, the EP is responsible for paying the difference and will be billed for such.



14. **Portable Restrooms:** The EP is responsible for providing the required number of portable restrooms as determined by the City. The set up and removal of the portable restrooms must occur within time frames established by the City. All fees for portable restrooms are the responsibility of the EP and Event.
15. **Trash Removal:** The requirement of trash and recycling maintenance will be determined by the City based on the size and scope of the Event. The EP shall pay for trash and recycling maintenance and is responsible for the removal of all waste from the venue following an Event. The EP may choose to utilize volunteers, external companies, or hire City staff to maintain trash and recycling.
16. **Emergency Medical Services Requirements:** EMS services may be required by the City, depending on expected crowd size and scope of the Event. All costs associated with EMS services are the sole responsibility of the EP and Event.
17. **Noise Ordinance:** Sound levels at all Events must conform to the City's noise ordinance and are the responsibility of the EP.
18. **After Action Reports:** The City shall keep After Action Reports for all Events to determine approval or denial of Event applications in succeeding years. Said reports shall be available to the public through the Public Records Request process.
19. **Payment Timeline:** Following an Event, the City will send an invoice to the EP for City services, including the Parks Department, Electrical Department, and Development Services Department. The Police Department and Fire Prevention Office will send invoices to the EP separately. The EP agrees to pay the invoice from the City within twenty-one (21) days of receipt.
20. **Insurance:** The EP and Event shall provide the City with a Certificate of Insurance, thirty (30) days before the Event. The Certificate of Insurance shall name the "City of Lowell" as additionally insured for a minimum amount of one million dollars (\$1,000,000.00). However, if the City determines the Event requires a higher level of insurance coverage, the EP and Event shall obtain the requested amount of coverage.
21. **Indemnity:** The EP and Event shall indemnify the City and its former, present and future officials, departments, offices, employees, servants, agents, representatives, attorneys, contractors and sub-contractors, of and from any and all claims, counterclaims, actions, causes of action, lawsuits, attorney's fees, legal costs, set-offs, debts, damages, or any other liabilities whatsoever of every name and nature, both in law and in equity, arising from and related to the Event.

