

RIVER CITY COMPANY

EXHIBIT A

WATERHOUSE PAVILION PRIVATE RENTAL REQUIREMENTS

A. MILLER PLAZA

Miller Plaza (hereinafter referred to as “the Plaza”) is a privately owned park facility owned by River City Company and dedicated to public enjoyment and civic activities.

B. FACILITY RENTAL

An organization or individual (hereinafter referred to as “the Renter”) wishing to rent the Waterhouse Pavilion must submit a written request to River City Company detailing the proposed event and technical requirements, and must specify the date(s) and time(s) desired. The basic rental fee covers use of the Waterhouse Pavilion, including the restrooms in the lobby of the main building. Additional services are detailed below.

C. RENTAL FEES AND CONDITIONS

Waterhouse Pavilion*	\$300** (weekday mornings 7:00am – 10:00am)
	\$500** (Monday – Thursday evenings for up to 4 hours) (Nonprofit rate - \$300)
	\$900** (Friday evenings for up to 8 hours) (Nonprofit rate - \$700)
	\$1,250** (Saturday & Sunday for up to 8 hours) (Nonprofit rate - \$1,000)
Holidays and Holiday Weekends	\$1,500** (Easter, July 4th, Labor Day, Memorial Day)

The Pavilion is closed Thanksgiving Weekend, Christmas Eve, Christmas Day, New Year’s Eve, and New Year’s Day.

In addition to rental fee, other charges include:

- Refundable Security Deposit \$400
- Security Personnel Amount to be determined; see Section F below
- Sound Operator Arranged by Separate Contract
- Insurance See Section G below

* Pavilion shall remain open Monday through Friday for public use from 10:00a.m. to 4:00 p.m.

** In addition to the rental fee, Renter will also be charged for the costs of one or more on-premises security guard(s), with cost dependent upon the length of the rental period and the size of the expected audience, as detailed in Section F below. Additionally, Renter must either provide evidence of liability insurance, or purchase such insurance, as detailed in Section G below.

Capacity

Waterhouse Pavilion accommodates approximately 200 people seated banquet-style, 300 theater-style, or 400 standing.

Waterhouse Pavilion is heated during the winter, but IS NOT air conditioned.

The fountains at Miller Plaza run at the discretion of River City Company and should not be considered a water feature guaranteed by way of pavilion rental.

D. HOURS OF OPERATION

Including set-up and breakdown, the event must be held within the following hours:

Monday – Thursday	7:00 am to 10:00 am (for weekday morning events) 4:00 pm to 11:00 pm (for weekday evening events)
Friday	4:00 pm to 12:00 am
Saturday	7:00 am to 12:00 am
Sunday	7:00 am to 11:00 pm

Use for additional hours will be billed at \$100/hour. However, all events, including additional hours, must be held within the hours listed above. All events, including clean-up, must end by 11:00 pm on Sundays – Thursdays and Midnight on Friday and Saturday. No exceptions.

E. DEPOSIT & FEE PAYMENT

One signed copy of the rental contract and a check for half of the rental fee made payable to River City Company must be returned within thirty (30) days after the date has been requested. After thirty (30) days, if the contract and fee deposit have not been received, the date may be released for use by another party. Two separate checks made payable to River City Company for the balance of the total fee and the refundable cleaning deposit (\$200) are due and payable not less than thirty (30) days prior to the scheduled event. The rental deposit is 50% refundable if the Renter cancels in writing a minimum of fourteen (14) days prior to the scheduled event.

A \$35.00 service charge will be assessed for any returned checks.

F. SECURITY

A minimum of one security officer is required for any weekday after-hours function (4:00 pm or later) and for weekend events. If River City Company deems it necessary due to expected heavy attendance or the nature of the event, more staff and security officers may be required at an additional charge. Charges for all security officers will be paid by Renter, over and above the rental fee. Also, a River City Company employee is available for an additional charge of \$25 per hour should Renter choose this option.

Although River City requires the use of security officers for after-hours and weekend events in order to deter theft, vandalism, or other malicious acts in Miller Plaza, River City does not assume responsibility for Renter's security needs, and River City shall have no liability for any personal injury, theft, loss, or damage which occurs on account of the acts of third parties.

G. INSURANCE

Renter is required to provide liability insurance coverage for the event to protect against personal injury or property damage arising in relation to the event. This coverage can be provided under Renter's own existing liability insurance policy, or it can be procured by River City through a rider to River City's existing liability insurance. If Renter desires to provide this coverage through its own insurance policy, the Renter must provide River City with evidence of this insurance, and with an original certificate issued by the insurance company identifying River City as an additional insured with respect to the event. Such insurance must provide coverage in an amount not less than \$1,000,000 for personal injury and \$3,000,000 for property damage.

If Renter desires liability insurance coverage to be provided through River City's existing liability policy, Renter must advise River City at the time of application for use of Waterhouse Pavilion. The premium to be charged for such insurance normally is determined by the nature of the event and by the size of attendance which is expected. River City makes no representation that insurance will be available, and if insurance cannot be provided either through Renter's own liability coverage or as a rider to River City's policy, then the event may be canceled.

If Renter does not provide this insurance coverage through its own liability policy, the cost for the additional coverage obtained through River City's policy shall be paid by Renter as soon as the cost is determined and invoiced.

H. USE OF AMPLIFIED SOUND AND/OR VISUAL DISPLAYS

River City desires to provide a quality downtown facility for all types of organizations, both public and private. However, in no event shall Waterhouse Pavilion and/or Miller Plaza be used for the purpose of promoting, endorsing, or advertising political or religious messages or philosophies to audiences located on the exterior of Waterhouse Pavilion. No renter may use any amplified sound system or loudspeaker system which projects sound away from the interior of Waterhouse Pavilion. Any such sound system and all speakers related thereto shall remain within Waterhouse Pavilion and shall be directed towards the interior of the facility. Any signs, banners, displays, or other visual materials which promote, endorse, or advertise political or religious messages or philosophies also must be placed only on the interior of Waterhouse Pavilion and must be oriented towards the interior of the facility.

I. FOOD

There are no catering restrictions for private events; however the Renter is encouraged to use the services of the on-site food establishments.

Bleacher Bums	423-634-1083
Market Street Tavern	423-634-0260
Mykonos Greek Grill	423-757-9490
Subway Restaurant	423-265-3022

J. ALCOHOL

The serving of alcohol generally is permitted for private events, under the following conditions:

- Renter must comply with all laws regarding sales, service, and consumption of alcohol. Generally, if attendance at an event is by invitation only and there is no charge either for the sale of alcohol or for admission to the event, no alcohol license is required, though it is up to Renter to determine whether the event as sponsored by Renter is exempt from the requirement for an alcohol license.
- Generally, at any event where beer, wine, and/or liquor are served, either through a cash bar or through the charge of admission to the event, appropriate beer and alcohol sale licenses are required. Typically, such licenses can be obtained either by Renter through a “special event permit,” or by a caterer who otherwise holds a valid license for dispensing beer, wine, and/or liquor. Renter shall be solely responsible for determining what licensing requirements apply to its event, and for insuring that required licenses are in place before the event is conducted. Renter is also responsible for providing a copy to River City of the license being relied upon for sales of alcohol. River City reserves the right to cancel any event if River City determines that required licenses and/or permits have not been obtained, or if there is any other violation of the laws regarding sales, service, and consumption of alcohol.
- Additional “dram shop liability” or similar insurance coverage must be acquired by Renter when selling alcohol.
- No one under the age 21 shall be served alcoholic beverages.
- Additional off-duty City Police Officers may be required when alcohol is present.
- Any person/company distributing the alcohol must be licensed to serve beer and alcohol.

K. SALES TAX

Renter is responsible for any and all city, county, state, and/or federal taxes due by law on its sales.

L. CLEANING FEES

Renter is required to clean and return possession of the Pavilion in essentially the same condition as when the event began. A four hundred dollar (\$400.00) cleaning deposit must be

delivered at the time of execution of this Agreement, made payable to River City Company (see Section E above.) The deposit will be refunded if River City Company determines that the property was returned in its pre-rental condition after the event.

All trash generated by the event must be bagged and placed in a location indicated by Plaza staff. Clean-up should cover all areas affected by the event, including restroom facilities, and must be completed immediately following the event. If these clean-up conditions are not met, the cleaning deposit will not be refunded, and any additional cleaning fees incurred in excess of the four hundred dollars (\$400) cleaning deposit will be charged to the Renter.

M. CANCELLATION/REFUNDS

The rental deposit is 50% refundable if Renter cancels in writing a minimum of fourteen (14) days prior to the scheduled event.

In the event of cancellation by Renter, the Plaza will make every attempt to reschedule the event; however, events can be rescheduled only on an open date at the Plaza's convenience. The cleaning deposit will be 100% refundable in the event of cancellation.

In the event of inclement weather, the Plaza reserves the right to cancel an event if weather conditions threaten the safety of event attendees. Every effort will be made to reschedule the event at a time to suit Renter, but if no date is agreed upon, the rental fees charged will be 100% refundable. River City Company staff will not be held accountable for any of Renter's additional expenses caused by a cancellation under such circumstances.

If Renter does not comply with the policies outlined herein and such non-compliance results in cancellation of the event by the Plaza staff, no fees shall be refundable.

N. SPECIAL SERVICES

Bringing any vehicles on the Plaza premises is strictly prohibited, except for the driveway running through the Plaza from Cherry Street to Market Street. This driveway is for unloading and loading only; vehicles must not remain parked there during the event.

If events require outside services, such as port-o-lets, such services will be paid for by the Renter. River City Company does not provide them.

Occasionally, groups wish to hang banners at the Plaza. To do so, the banners must comply with the City of Chattanooga sign ordinance and must be approved in writing in advance by River City Company.

Banners may only be placed within the Waterhouse Pavilion. The Plaza staff is equipped to assist in hanging banners during set-up prior to the event. Banners must be removed immediately after events.

O. REPAIRS

Renter will be held responsible for any damage to the Plaza or to Waterhouse Pavilion occurring in connection with its event and will be charged for repairs.

P. COMMERCIAL PHOTOGRAPHY

Photos, film and video images of the Plaza taken for commercial use must be approved in advance by River City Company with all rights and fees as may be determined by River City Company.

Q. NO PERMANENT STRUCTURES

No permanent or semi-permanent structure may be constructed, erected or otherwise installed on Miller Plaza Property.

R. ADDITIONAL USE REGULATIONS

- a. The Pavilion shall be vacated by all persons no later than the time and dates stated herein.
- b. Renter shall have the use of the Pavilion only for the purposes specified herein.
- c. River City Company specifically requires that Renter be responsible for conduct of their guests and any third party which Renter hires to perform catering, entertainment, or any other event function.
- d. Those wishing to charge admission to a private event held in the Waterhouse Pavilion may be required to have additional security present during monetary transactions.
- e. Organizations wishing to conduct on-site sales will be required to pay ten percent (10%) of all sales to River City Company.
- f. If any damage is done to the floor of the Waterhouse Pavilion due to cooking or for any other reason, Renter will be responsible for cost of repairs.
- g. Glass products, with the exception of serving pieces, are prohibited in Miller Plaza and Waterhouse Pavilion.
- h. Renter agrees to comply with any and all laws, statutes, ordinances, rules, orders, regulations, and requirements of Federal, state and local governments, and all of their departments or bureaus, applicable to User's use of the Pavilion.
- i. Events may be stopped or cancelled by River City if the provisions of this policy are not followed by the person(s) responsible for the event.

Revised January 2011