

DOWNTOWN DEVELOPMENT COMMISSION
Cumberland, Maryland

SPECIAL EVENTS GUIDELINES

Any person, group, or business wishing to hold a Special Event on the Cumberland Downtown Pedestrian Mall must apply to the Downtown Development Commission (DDC). A Special Event is generally any activity not organized by the DDC which has the effect, intent or propensity to draw a crowd or onlookers, and may include sporting events, pageants, public spectator attractions, entertainment, ceremonies, or large group camps or rendezvous.

These Guidelines describe the application process, the rules governing Special Events on the Downtown Pedestrian Mall, and the standards to be applied in denying approval. An event will be denied if, in the opinion of the DDC, the Special Event will:

- Cause injury or damage to resources,
- Create a clear and present danger to public health or safety,
- Result in significant conflict with others,
- Unreasonably impair the area's atmosphere of peace and tranquility, or
- Substantially impair the operation of the Downtown area.

In addition, approval will be rejected if the applicant fails to provide all material required by these Guidelines or follow all of the rules specified in these Guidelines.

Before issuing approval for a Special Event, the DDC will require, if appropriate:

1. **GUARANTEE:** A Bond, a written guarantee, or some other arrangement to cover costs of restoration, rehabilitation and cleanup of the area used and other costs resulting from the Special Event.
2. **INSURANCE:** Sufficient liability insurance in the amount of \$1,000,000 (One Million Dollars) minimum which names the DDC as an additional insured.
3. **OTHER CONDITIONS:** Other conditions as are reasonably consistent with the protection and use of the property, and specific, reasonable limitations on equipment use and time and location for the event.

STANDARD REQUIREMENTS

- A. **INTRODUCTION:** The term "Special Events" means any activity held on property managed by the DDC and not organized by the DDC, which has the effect, intent, or propensity to draw a crowd or onlookers, including but not limited to sports events, pageants, festivals, and similar activities. Approval is required for any Special Event which:
- Involves the erection, construction or placement of any type of structure or equipment, such as tents, stands, platforms, or portable toilets;
 - Is expected to draw more than a total of 25 participants or spectators; or
 - Is expected to include the sale of food and/or merchandise to the public.
- B. **ISSUANCE:** Approval of a Special Event is subject to the applicant's fulfillment of all of the requirements in these Guidelines, and compliance with all applicable Federal, State, and local laws and regulations.
- C. **GUARANTEE:** The applicant shall provide a bond, a written guarantee, or some other arrangement (in the form of an irrevocable letter of credit, certified check, cash, or other guarantee satisfactory to the DDC) to cover costs in the event that repair, restoration, rehabilitation, or clean up of the area by DDC is necessary.
- D. **ACKNOWLEDGMENT AND APPLICATION FORMS:** The applicant must sign and return the Acknowledgment Form and Application attached to this package to the Downtown Manager's office no less than 30 days before the event. DDC will review the application and notify applicant within 15 days of receipt.
- E. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT AND LIABILITY INSURANCE:**
- 1) The applicant agrees to save, hold harmless, and indemnify the DDC, the City of Cumberland, and its contractors, and subcontractors, and their respective present and future controlling persons, directors, officers, employees and agents, from any and all claims, demands, activities, causes of action, damages, expenses, persons resulting directly or indirectly from, or attributable to, the applicant's, or its participants' or service providers' use of the Downtown Pedestrian Mall under this application.
 - 2) The applicant must procure a public and employee liability insurance policy from a responsible company with a minimum limitation of \$1,000,000. The DDC may increase the required amounts in its discretion. The DDC and the City of Cumberland shall be included as an additional named insured on all such policies. All policies shall specify that the insured shall have no right of subrogation against the DDC and the City of Cumberland for payments of

any premiums or deductible thereunder and such insurance policies shall be obtained by, be for the account of, and be at the insurer's sole risk.

The applicant must furnish documented evidence of its insurance coverage to the DDC at least seven (7) days in advance of the opening date of the Special Event. Proof of liability coverage shall be in the form of a certificate, policy rider or binder, and include the DDC and the City of Cumberland as an additional named insured.

- F. **PROVISION OF SUPPORT BY THE DDC:** The DDC will provide staff for technical assistance to the event.

The DDC cannot provide logistical support items, such as chairs, tents, portable toilets, portable utilities and sound systems. If required, these may be rented from commercial sources. If accessible utilities (water, sewer, electricity) exist on the site, these may be made available.

Capacities of some of these existing systems is limited and may not be sufficient to satisfy all of the needs of the Special Event. Additional power outlets or sources of power may be obtained only through the installation of a professionally licensed electrical company and only with the consent and approval of the DDC. Questions concerning available utilities should be directed to the DDC.

- G. **SITE PLAN:** If the applicant intends to place tents, stages, or any other type of structure, or erect banners or signs, a complete site plan must be submitted to the DDC at least seven (7) days in advance of the opening day of the Special Event. No construction or site work may begin without approval of application.

- H. **COMFORT FACILITIES, GLASS CONTAINERS:** If attendance is expected to exceed the capacity of nearby public comfort facilities, or if none exist, the applicant must provide portable, temporary toilets with sufficient capacity to accommodate anticipated attendance. Portable, temporary toilets must be removed from the site within 24 hours after the end of the Special Event.

No glass beverage containers are permitted.

- I. **SIGNS AND ADVERTISING:** The role of donors or sponsors of Special Events may be recognized, but the method of recognition must be in keeping with, and appropriate to, the scale and theme of the Special Event.

Only signs or banners which specifically identify or announce the Special Event or portion of the Special Event may be permitted. Commercial sponsors may be recognized on signs or banners by letters or logo not to exceed one-third the height and width of the primary lettering identifying the Special Event or portion of the

Special Event. The overall size and design of any signs or banners shall be appropriate to the setting. Signs and banners may not be affixed to trees or landscaping. All sign and banner placement must be included in the site plan.

Signs and banners announcing other community events must be approved by DDC.

- J. **VENDING AND FOOD SALES:** To protect the health of the general public, any foods prepared off-site must be prepared in an establishment with current State or local Public Health Service certification. Each on-site food vending booth or operation must adhere to local rules and regulations by obtaining a Temporary Food Service Vending Permit from the Allegany County Health Department, and this documentation must be displayed.

Special care and protection of property shall be taken with respect to food preparation and sales. Cooking grease and cooking fuel must be removed from event site by vendor.

- K. **ON-SITE SUPERVISION:** Police officers may be assigned to provide for public safety. All instructions given by the DDC or police personnel must be obeyed promptly. Failure to comply with all the terms and conditions of the Special Event Guidelines shall constitute grounds for cancellation and immediate termination of the Special Event.

- L. **CLEAN-UP/TRASHREMOVAL:** The named applicant on the event application and sponsoring group are fully responsible for garbage removal and clean-up following the event.

- Garbage must be removed immediately after the completion of the event.
- The parts of the Mall used by the event must be cleaned and left in the same condition as prior to the event.
- Dumpsters must be removed within 24 hours of the event.

DOWNTOWN DEVELOPMENT COMMISSION (DDC)

ACKNOWLEDGMENT FORM

**Acknowledgment of Receipt and Understanding of
The DDC's Standard Requirements for Special Events
Held on the Downtown Pedestrian Mall, Public Health
Requirements, and Notice of Bond and Insurance
Requirements; hold Harmless and Indemnification**

Applicant has read and understands the DDC's Standard Requirements for Special Events Held on the Downtown Pedestrian Mall, and, if applicable to the proposed activity, the Public Health Requirements for Setting Up Temporary Food Service Establishments. The applicant hereby agrees to the conditions contained therein and will be responsible for their implementation. The undersigned acknowledges and represents being authorized to execute this Agreement on behalf of the applicant so as to bind the applicant.

Applicant will maintain any area(s) assigned to it in a safe, clean, sanitary condition during the period specified in the permit, and will remove on completion of the event all trash and refuse that may accumulate as a result of its activity. If the event includes vending food, applicant agrees to adhere to all local rules and regulations of the Allegany County Health Department.

Applicant hereby also agrees to save, indemnify, hold harmless the DDC and its contractors and subcontractors, and their respective present and future controlling persons, directors, officers, employees and agents, from any and all claims, demands, actions, causes or action, damages, expenses, losses, or liabilities for damages to, or loss of, property, or injury or death to persons resulting directly or indirectly from or attributable to the applicant's, or it participants' or service providers' use of, the DDC's property under this application.

If any questions arise regarding these standards and requirements, the applicant must discuss these with the DDC in a timely manner to prevent further difficulties.

Signature

Date

Title and Name of Organization Represented

**DOWNTOWN DEVELOPMENT COMMISSION (DDC)
APPLICATION FOR USE OF PEDESTRIAN MALL**

Remit application to Downtown Manager's Office, 68 Baltimore Street, Cumberland, MD 21502. For further information, call 301-777-2800.

Date of Request _____

I. _____
Name of Organization or Individual

Daytime Telephone Number

Evening Telephone Number

Date of Event

Time of Event: _____
Begins

Ends

II. DESCRIPTION OF EVENT:

Estimated number of persons to be in attendance: _____

III. **GUARANTEE AND INSURANCE MUST BE SUBMITTED WHEN REQUIRED.**

User Applicant Signature _____

DDC Signature _____

Date Approved/Disapproved _____