

**THE SPORTS AUTHORITY
OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

**NISSAN STADIUM CIVIC USE INFORMATION
& INDEMNIFICATION FORM – PARKING LOTS**

PURPOSE – Section 3.2 of the Stadium Lease between the Sports Authority and Cumberland Stadium, Inc. (aka Nissan Stadium) grants the Authority the right to possess and use the facility **PARKING LOTS** for Civic Use Events. Included in this right is the ability of the Authority to waive the rental fee normally charged for a like-event at Nissan Stadium.

DEFINITION – Civic Use shall mean the use of the facilities or any part thereof for:

- (a) an event that is not reasonably likely nor intended in good faith to result in the sponsor of such event recognizing a profit after taking into account the costs therefore or
- (b) an event conducted or sponsored on a for-profit basis if such for profit event is sponsored by or on behalf of a recognized nonprofit organization and, to the extent such event contemplates the use of performers, if the performers and persons affiliated with them, including affiliates of such performers and promoters or other Persons with contractual relationships with the performers and their affiliates, do not receive any monies other than their actual, out of pocket costs incurred in connection therewith.

PROCEDURE

Receipt of *Request for Use Nissan Stadium Parking Lots* application by the Sports Authority does not guarantee approval of the request or the availability of the facility parking lots on the proposed date of the event. Under no circumstances should any group advertise a civic use event at Nissan Stadium before it has received approval for the proposed event from the Sports Authority. Cumberland Stadium, Inc. requires 45 days notice of a Civic Use Event from the Sports Authority. Due to the frequent use of Nissan Stadium parking lots, applicant is advised to begin the application process six months or more in advance of the proposed event.

CIVIC USE AREAS

Areas in the Nissan Stadium parking lots available for civic use will be limited to the Sports Authority controlled parking lots: A, B, D, E, F, N, P, R and T.

TERMS

1. **Event Costs:** All civic event users are responsible for any and all costs associated with and as a result of use of the facilities parking lots and services provided by Cumberland Stadium, Inc. for the event.

2. **Exclusive Contracts:** All civic event users must utilize the services of those vendors possessing exclusive contracts for Nissan Stadium. All exceptions must be recorded in writing and agreed upon by the vendor and the applicant.

3. **Liability Insurance:** All civic event users are responsible for providing for each Civic Use Event, at their sole cost and expense a General Liability insurance policy of no less than \$1,000,000 with the following entities listed as additional insured:
 - a. Metropolitan Government of Nashville and Davidson County
Metro City Hall
1 Public Square
Nashville, TN 37201
 - b. Metropolitan Sports Authority
Lindsley Hall
730 2nd Avenue South
Nashville, TN 37210
 - c. Cumberland Stadium, Inc
Nissan Stadium
One Titans Way
Nashville, TN 37213
 - d. Tennessee Football, Inc.
Nissan Stadium
One Titans Way
Nashville, TN 37213

The Certificate of Insurance must be emailed to sports.authority@nashville.gov at the time of Request for Use Nissan Stadium Parking Lots application submission.

4. **Indemnification:** All civic event users must agree to indemnify and hold harmless each of the above entities listed in section 3, as well as their officers, employees and agents, from any and all claims for damages relating to the use of the facilities by signing the indemnification form on page 4.

5. **Parking Fees:** Parking fees will be charged to the Metropolitan Sports for vehicles parked on Nissan Stadium property for the Civic Use Event. Currently, the civic-use parking fee per day is **\$10/car, \$25/medium sized van, \$50/large passenger buses or RVs and \$100 for overnight. Parking fees for the first 250 spaces may be waived if a qualified organization under IRS code with a 501(c)3 status submits a request to the Executive Director and provides documentation of their 501(c)3 status. The Authority reserves the right to change these fees at its sole discretion.**

Parking revenue generated as a result of a civic use event is dedicated to the Sports Authority Debt Service Fund, which pays off the Sports Authority Revenue Bonds for the construction of the facility. Parking is reserved at lots A, B, D, E, F, N, P, R and T with three options for payment arrangements:

1. An on-site attendant will collect fees for each vehicle
 2. An on-site attendant will count vehicles parking at event and bill the organization
 3. Organization can pay in advance for anticipated parking use.
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6. **Financial Responsibility:** The Sports Authority reserves the right to require that a payment bond, deposit or other responsibility be posted by any Civic Use organizer to cover the cost of the event.

APPLICATION PROCESS

The Request for Use Nissan Stadium Parking Lots application must be submitted along with 1) Certificate of Insurance referenced above in section 3 of Terms; 2) this NISSAN STADIUM CIVIC USE INFORMATION & INDEMNIFICATION FORM – PARKING LOTS (including page 4); along with your 3) IRS 501c3 or 501c6 Determination Letter.

Should you have any questions, please contact us at: sports.authority@nashville.gov or (615) 880-1021.

By my signature below, I hereby certify that I have read and understand the terms and conditions of this application and agree to them for my civic use event.

Civic Use Applicant

Date

Print Name

Email this document to sports.authority@nashville.gov

INDEMNIFICATION AND HOLD HARMLESS – Civic Use

Subject to the granting of Civic Use Status and subject to all terms and conditions with that status, the Sports Authority of the Metropolitan Government of Nashville and Davidson County (Sports Authority) authorizes _____ (CIVIC USE APPLICANT) to utilize **Nissan Stadium** for the purposes of conducting the activities described in the *Nissan Stadium Civic Use Information Form*.

The Civic Use Applicant agrees that the Sports Authority of the Metropolitan Government of Nashville and Davidson County assumes **NO responsibility or liability** for any defects or other conditions of the LOT(S) or FACILITIES, whether the conditions are known or unknown to either party, and/or discoverable by either party. The CIVIC USE APPLICANT agrees to assume the risk for any and all defects and/or other conditions, whether these defects or other conditions are dangerous and/or whether these defects or other conditions are discoverable by either party, and/or known or unknown to either party.

It is the understanding of the Sports Authority and the CIVIC USE APPLICANT that the Sports Authority is making the Facilities available to it for the benefit of its event and that the Sports Authority, the Metropolitan Government, Cumberland Stadium L.P. and/or Tennessee Football L.P. shall have no liability as to any claims arising from or related to such use. The CIVIC USE APPLICANT agrees to indemnify, hold harmless, and defend the Sports Authority, Metropolitan Government, Cumberland Stadium L.P. and/or Tennessee Football, L.P. from and against any loss, damages, fees, expenses, costs, claims, causes of action, or other liability that may be incurred by or lodged against Sports Authority, Metropolitan Government, Cumberland Stadium L.P., and/or Tennessee Football, L.P. by reason of any occurrence on or about the lot(s) or facilities or any costs incurred by CIVIC USE APPLICANT unless such costs, damage, liability, cause of action or claim should be the proximate result of the active negligence of these entities or any of their agents or employees.

CIVIC USE APPLICANT ACKNOWLEDGMENT

By: _____

Title: _____

Date: _____

Event Name (as listed on application): _____

Event Date: _____

Email this document to sports.authority@nashville.gov