

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

LP FIELD CIVIC USE INFORMATION FORM

PURPOSE – Section 3.2 of the Stadium Lease between the Sports Authority and Cumberland Stadium, Inc. grants the Authority the right to possess and use the facility 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 LP Field.

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 application by the Sports Authority does not guarantee approval of the request or the availability of the facility on the proposed date of the event. Under no circumstances should any group advertise a civic use event at LP Field 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 LP Field, applicant is advised to begin the application process six months or more in advance of the proposed event. **Upon the award of Civic Use Status, applicant must communicate directly with Cumberland Stadium, Inc. (615-565-4448) regarding all event issues (other than parking) including, but not limited to, event logistics and operational costs associated with the event.**

CIVIC EVENT AREAS

Areas in LP Field available for civic use will be limited to the following. See Attachment A for clarification:

1. Stadium Bowl and field (pursuant to the limitations in the Stadium Lease)
2. East and West lower bowl concourses
3. North and South End Zones (Mezzanine levels)
4. East and West club level lounges
5. East and West upper bowl concourses
6. Sports Authority controlled parking lots A, B, D, E, F, N, P, R

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 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 LP Field. All exceptions must be recorded in writing and agreed upon by the vendor and the applicant.
3. **Liability Insurance:** All civic event user 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
225 Polk Ave.
Nashville, TN 37201
 - b. Metropolitan Sports Authority
222 3rd Ave. North
Suite 300
Nashville, TN 37201
 - c. Cumberland Stadium, Inc
LP Field
One Titans Way
Nashville, TN 37213
 - d. Tennessee Football, Inc.
LP Field
One Titans Way
Nashville, TN 37213
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 attached indemnification forms.
5. **Parking Fees:** Parking fees will be charged to the Metropolitan Sports for vehicles parked on LP Field property for the Civic Use Event. Currently, the civic-use parking fee per day is **\$5/car, \$15/medium sized van, and \$30/large passenger buses or RVs. 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 AND R. And there are three options for payment arrangements.

1. An on-sight attendant will collect fees for each automobile
 2. An on-sight attendant will count cars 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 Event organizer to cover the cost of the event.

APPLICATION

The application letter must be written on company letterhead, and required documentation must be included before an application can be considered. **Applications must be mailed via the U.S. Postal Service. Faxed requests will not be accepted.** All civic event users requesting civic use dates must provide the following information in letter- form to The Sports Authority of the Metropolitan Government of Nashville and Davidson County, 222 3rd Avenue North, Suite #300, Nashville, TN 37201.

- a) Full name and address of organization
- b) Requested dates and time of event
- c) Specific Explanation of the nature and purpose of the event
- d) Sponsor names and authorized contacts with telephone numbers
- e) Areas of the facility to be utilized (refer to attachment A)
- f) Letter from the IRS verifying 501 (c)3 or 501 (c)6 status
- g) General Liability insurance certificate listing all required additional insured
- h) Indemnification forms
- i) Signed copy of this application verifying that the organization has read and agrees to the terms and procedures for civic use events at LP Field

If you have any questions, please contact the Parking Administrator (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.

Applicant

Date

Print Name

INDEMNIFICATION AND HOLD HARMLESS

Subject to the granting of Civic Use Status and subject to all terms and conditions with that status, the Sports Authority of Nashville and Davidson County (Sports Authority) authorizes, _____ (Civic Event Applicant) to utilize LP Field for the purposes of conducting the activities described in the Civic Use Application.

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 SITE (S), whether the conditions are known or unknown to either party, and/or discoverable by either party. The CIVIC EVENTS 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 EVENT 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 EVENT 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 Facilities or any costs incurred by CIVIC EVENT 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.

ON BEHALF OF CIVIC EVENTS APPLICANT

By: _____

Title: _____

Date: _____