



## Metropolitan Nashville & Davidson County John Seigenthaler Pedestrian Bridge Closure Policy & Usage Agreement

I. **Purpose.** The John Seigenthaler Pedestrian Bridge (the Bridge) is one of the more unique event locations in Nashville. The Bridge is also used regularly by many pedestrians and bicyclists for transportation and recreation. These guidelines outline the usage policy for the bridge, as it relates to activities which would completely or partially close the bridge to pedestrians and to bicyclists.

II. **John Seigenthaler Pedestrian Bridge Closure Usage Agreement.**

To reserve the Bridge, a John Seigenthaler Pedestrian Bridge Usage Agreement and the appropriate event application shall be completed and submitted to Metro Public Works no later than forty-five (45) days in advance of requested event date.

Applicants shall submit with their event permit application a site map indicating where proposed closure barricades, tents, portable toilets, vehicles, and other such items, will be placed. The application shall state whether closure, partial or complete, of the bridge is requested and the duration of the requested closure.

Once the application, usage agreement and site map have been received by Public Works, a determination will be made as to whether the application should be allowed and whether the event will require complete or partial closure of the Bridge. The decision to grant or deny the application and whether partial or complete closure of the Bridge is required shall be the discretion of Metro Public Works. Unless security and/or safety concerns dictate a complete closure during set-up and/or teardown, Public Works will approve complete closure only for the duration of the event itself. Except in cases where Metro Public Works determines a complete closure is required, the Permit Holder shall provide a pathway on the Bridge for pedestrians and bicyclists, although signage may be posted requesting bicyclists to dismount while crossing the Bridge.

III. **Bridge Closure to Pedestrians and Bicyclists.**

The Bridge may be closed to pedestrians and bicyclists for events after the appropriate event permit application (Special Event, Parade, or Film), site map and the **John Seigenthaler Pedestrian Bridge Usage Agreement** have been submitted and approved by the Metro Public Work. Such closings shall be either partial or complete, as determined by Public Works.

- **Partial Closing-** An approved event blocks or otherwise restricts less than 100% of pedestrian and bicycle traffic on the Bridge.
- **Complete Closing-** An approved event blocks or otherwise restricts 100% of pedestrian and bicycle traffic on the Bridge.

**Note:** A complete or partial closing of the Bridge is not available any time such closure may interfere with the safe and orderly movement of pedestrians in the area. For example, due to the volume of people who need to utilize the bridge for large events, the Bridge is not available for a complete or partial closing when an event is taking place at:

- LP Field,
- Bridgestone Arena,



## Metropolitan Nashville & Davidson County John Seigenthaler Pedestrian Bridge Closure Policy & Usage Agreement

- West Riverfront Park or
- any other downtown location during large events, including, but not limited to, 4<sup>th</sup> of July, Nashville Christmas Parade, New Year’s Eve, Country Music Association Music Festival and the Country Music Awards ceremony.

Conflicts with events at Cumberland Play Park will be reviewed on a case by case basis.

**Note:** The Bridge is not available for events, private closures, or any other pedestrian traffic when the bridge is part of any fireworks fallout zone.

### IV. Usage Fee Schedule\*:

Partial bridge closure <i>under 4 hours</i>	\$500.00 Flat Fee + Refundable Deposit
Complete bridge closure <i>under 4 hours</i>	\$1,000.00 Flat Fee + Refundable Deposit
Partial bridge closure <i>over 4 hours</i>	\$500.00 Flat Fee + \$50.00 per additional hour or partial hour + Refundable Deposit
Complete bridge closure <i>over 4 hours</i>	\$1,000.00 Flat Fee + \$75.00 per additional hour or partial hour + Refundable Deposit
Refundable Usage Deposit	\$500.00**
Refundable Electrical Box Deposit	\$200.00 per box***
Public Notification of Closure	TBD

**Note:** Under no circumstances shall the Bridge be closed for an event lasting longer than 24 hours.

\*These fees do not apply to events by the Metropolitan Government of Nashville & Davidson County.

\*\* The permit holder shall post a deposit which shall be refunded if the Permit Holder returns all keys checked out for bridge access and restores the area to its condition prior to the festival. If the Permit Holder fails to return keys or restore the property to its prior condition, then the permit holder shall be liable to the Metropolitan Government of Nashville & Davidson County for any costs incurred in restoring the property after the event. Surrender of the deposit in no way relieves the Permit Holder of the responsibility for any costs incurred by the Metropolitan Government of Nashville & Davidson County in excess of the deposit.

\*\*\* Events requiring use of Metro Public Works electrical boxes will be required to provide a \$200 deposit per box. The deposit shall be refunded if the Permit Holder returns the boxes without damage.



## Metropolitan Nashville & Davidson County John Seigenthaler Pedestrian Bridge Closure Policy & Usage Agreement

### V. Requirements for Permit Holders.

#### a. Security Equipment and Personnel:

Permit Holders shall be required to provide, at their own expense, any fencing, barricades, signs, and appropriate number of security personnel, which shall be determined by the Metro Police Department. It is the responsibility of the Permit Holder to provide security at either end of the bridge whenever the bollards are removed (during setup, the event and until ALL elements have been removed from the bridge). At no point shall the bridge be left without security at either end when bollards are not locked in place.

#### b. Pre and Post Event Inspection:

The Permit Holder shall complete a pre and post inspection with Public Works Permit Office staff. The Permit Holder shall be financially responsible for any damage to the bridge, including but not limited to burns, scrapes, equipment, and grease.

The Permit Holder shall pay, on demand, all expenses, including but not limited to, any and all damages, costs of collections, reasonable attorney's fees, and court costs which the Metropolitan Government of Nashville & Davidson County incurs in the collection of said damages or enforcement of this policy.

#### c. Insurance Requirements:

The Permit Holder shall provide a certificate of insurance (COI) which verifies that the event is covered by one million dollars (\$1,000,000.00) of general liability insurance and that the Metropolitan Government of Nashville & Davidson County is an additional insured party. Liquor liability coverage in an amount not less than one million dollars and naming Metro as an additional insured, will also be required if alcohol is part of the event.

#### d. Food:

Only catered food may be served, provided, or otherwise distributed on the Bridge. Under no circumstances shall food be cooked, grilled, or otherwise prepared on the bridge.

#### e. Waste and Recycling:

The Permit Holder shall provide both waste and recycling receptacles for material generated at event. Event recycling receptacles are available through Public Works.

#### f. Hanging or attaching items from the Bridge:

Unless attached by Public Works staff, no signs, banners, or other items shall be hung from or affixed to the bridge. Subject to approval of Public Works and the availability of staff, objects may be affixed to the bridge by the Public Works staff for a fee.



## Metropolitan Nashville & Davidson County John Seigenthaler Pedestrian Bridge Closure Policy & Usage Agreement

### **g. Lights:**

Lights on the Bridge are turned off at 10:30 P.M., daily. The Permit Holder shall be financially responsible for usage of bridge lights after 10:30 P.M., should such usage be requested and approved by Public Works.

### **h. Parking:**

Requests to utilize parking lots at or around LP Field should be directed to the Sports Authority.

### **i. Water and Electricity Usage Requests:**

Request to utilize electricity and water should be directed to Metro Public Operations Division.

## **VI. Other General Policies Regarding Bridge Usage.**

### **a. Vehicles on the Bridge:**

The Bridge is for pedestrian and recreational/commuter bicycle use only. Skating, skateboarding, motorized vehicles, or any other form of commercial transportation are not permitted on the bridge, with the exception that motorized vehicles may be allowed with the express written approval of Public Works.

### **b. Closure Permits:**

All requests for Bridge usage for runs, filming, or other like events requiring bridge closure shall also be directed to the Public Works Permit Office.

### **c. Signage in the event of partial or complete closure:**

If a partial closure is approved by Metro Public Works, Metro Public Works shall post signs at either end of the Bridge notifying those using the Bridge of the event directing bicyclists to dismount while crossing the Bridge. If a complete closure is approved by Public Works, Public Works shall post signs at both ends of the Bridge at least 48 hours before the scheduled event notifying Bridge users of the upcoming bridge closure and also providing directions to one or more other nearby bridges with pedestrian and bicycle facilities that may be used by pedestrians and bicyclists to cross the Cumberland River.



## Metropolitan Nashville & Davidson County John Seigenthaler Pedestrian Bridge Closure Policy & Usage Agreement

By signing this document I, \_\_\_\_\_, do acknowledge and certify that I have read, understood, and agree to the terms and conditions in the **John Seigenthaler Pedestrian Bridge Closure Policy**.

### ASSUMPTION OF RISK

I, additionally, understand and agree that the Metropolitan Government of Nashville and Davidson County assumes NO responsibility or liability for any defects or other conditions of the bridge, whether the conditions are known or unknown to either party, and/or discoverable by either party. I, \_\_\_\_\_, agree 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.

---

**Applicant Name**

---

**Applicant Signature**

---

**Date**