

2015 HCA Special Event Applications, Guidelines and Policies



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Section A: Welcome!

Thank you for your interest in holding an event with the Hamilton Conservation Authority! This guideline is intended to help you understand the policies associated with Hamilton Conservation Area properties and to answer any questions that you may have as an event organizer.

Section B: Submitting a Special Event Application

1. When to Submit an Application:

An application **MUST** be submitted if:

- (a) You wish to hold a special event on any portion of property owned by the Hamilton Conservation Authority outside of designated areas such as pavilions or group areas;

And, if the event includes ANY of the following elements:

- Food being given or sold to the general public at an event
- Alcohol
- Sound amplification
- Area closures (partial or full)
- The use of electricity (you are plugging into an outlet for power and / or using a generator)
- Tents larger than 10 feet x 10 feet
- Amusement Rides and /or inflatables (i.e. bouncy castles)
- Projected attendance of over 500 people

2. Application Deadlines:

You are strongly encouraged to submit earlier, however applications must be received 90 DAYS at minimum before your event is scheduled to start. This gives both you and the HCA enough time to ensure that your event is safe and that all required approvals and applicable licenses (i.e. food service vehicles) are in place. The larger and more complex the event, the more time it will take to review and process your application. Please plan accordingly to avoid disappointment and do not leave your application to the last minute.

Please note the following:

Completing your application is only the first step in the application process. It does not mean your event has been approved. Once our team has received your application with accompanying site map, it will be reviewed. If there are any outstanding items or areas that require clarification, the HCA will contact you by email.

Standard event applications can take 5 - 10 business days to approve, however larger scale events, requiring added elements or area closures may exceed this timeline. Any event application may be subject to Board of Director approval and will be decided on at the nearest scheduled monthly meeting.

If your event is approved, you will receive confirmation from the HCA outlining the next steps. If your event is not approved, a representative from the HCA will contact you to discuss the details of your event.

If a site visit is required, this will be arranged with you through the HCA's Events & Business Development Department or through conservation areas staff.

Contact Information:

Please ensure that the contact information submitted is up to date. As a precaution, we also ask for an alternate contact in case of any urgent/emergency issues requiring an immediate response. The main contact on the application must be legally able to act / speak on behalf of the organization applying. The organization that is listed on the application must also be the entity that is listed as the “Named Insured” on any insurance certificates required by the HCA.

Section C: Terms and Conditions

1. General HCA Event Services

The HCA will provide general housekeeping for any event which includes but is not limited to: cleaning of pavilions and washrooms, maintenance of the grounds and event area, provide waste disposal bins and waste removal through the duration of the event, setup and takedown. The HCA will provide staff dispose of waste through its available dumpsters. Event organizers are responsible for ensuring appropriate measures are in place to contain waste and to clean up litter on HCA property should the event surpass HCA resource limits.

The HCA can provide additional services such as parking direction depending on the size and scope of the event. Approval of this service will be determined during the application and negotiation processes.

The majority of HCA properties have on-site washrooms however large scale events will require the organizer to acquire portable toilets. For every 6 portable toilet units, 1 hand washing station is required. The organizer must also ensure that the units are staffed and tended to with a sufficient cleaning schedule.

2. Parking & Transportation:

HCA property parking lots are a combination of paved areas, gravel areas and grass fields, ranging in size between 100 – 3,000 parking spaces depending on the conservation area. Should crowds exceed capacity or weather restricts availability, the organizer will be responsible for other accommodations through shuttles at their expense.

In the occasion that the event causes traffic issues on the outside roads, the organizer may be required to hire the services of the Hamilton Police Service or Ontario Provincial Police to direct traffic.

In any event, HCA Nature’s Rewards members will be exempted from any parking fee.

3. Stages, Tents & Temporary Structures:

All work carried out by the organizer, and worker or hired contractors organized must comply with the Ontario Occupational Health and Safety Act.

Should the event involve a stage three meter in height or more, or any structure used for climbing three meters in height or more the organizer must supply a letter from an approved engineer noting that the stage/structure meets public safety standards and has been constructed properly. The engineer’s letter will also note the wind conditions that the structure is designed for and at what wind speed actions to protect public safety are required.

Should the event require any tents over 10’ x 10’ in size, the organizer may be required to contact the City of Hamilton regarding additional permits or permissions. In addition, the HCA will provide a map showing the underground utilities should posts or anchors need to be driven into the ground. It is the responsibility, however, of the organizer to obtain locates for underground services. Written permission must be obtained from the HCA before the organizer puts any object into the ground.

The supplier of the stage/structure/tent is required to supply the HCA with a certificate of insurance showing five million dollars (\$5,000,000) Commercial General Liability insurance naming the **Hamilton Region Conservation Authority** as additional insured on any date on which they are using the conservation area.

4. Food & Beverage:

The organizer will independently coordinate all food or beverage vendors. It is the responsibility of the organizer to register food and beverage vendors with the City of Hamilton Health Department in compliance with all applicable rules and regulations. A copy of the package submitted to the City of Hamilton Health Department and the contact person responsible for coordination of this documentation is to be supplied to the HCA prior to the event.

Each food vendor must supply the HCA with Commercial General Liability insurance in the amount of two million dollars (\$2,000,000) naming the **Hamilton Region Conservation Authority** as additional insured. Food vendors who are not registered and have not provided suitable insurance documentation will not be permitted to vend on HCA property.

The organizer must solely arrange for all required services and rentals in association with the food and beverage vendors including, but not limited to ice and freezers.

The HCA can provide vendor sites with access to electricity and water. The amperage available at each site will be identified by the HCA during setup and a fee of \$75.00 plus HST per site will be applied. Additional sites with hydro, beyond HCA availability, will require the organizer to independently source out generators.

The HCA can provide (upon request) a suitable place for food vendors to dispose of grey water.

5. Alcohol Sales & Service:

Should the organizer choose to sell alcoholic beverages at the event, or coordinate a separate contractor to do so, the HCA must be notified. The organizer will be required to obtain the Special Occasions Permit(s) and all subsequent documentation for the sale and distribution of alcohol and provide the HCA with a copy of the documentation.

The supplier or hired contractor selling alcoholic beverages is required to supply the HCA with Commercial General Liability insurance in the amount of five million dollars (\$5,000,000) naming the **Hamilton Region Conservation Authority** as additional insured.

Depending on the conservation area, the HCA can provide snow fencing on the perimeter of the event area to license the entire area or show field. To utilize this service, the organizer is required to supply the HCA with a site plan showing the fencing locations and will be charged a setup & delivery fee of \$3.00 per meter plus HST. Any additional changes to the fencing layout after the determined submission deadline will be billed to the organizer.

6. Amplified Sound & Entertainment

Depending on the conservation area and/or the time of year, there may be restrictions on amplified sound or entertainment.

Fireworks and other incendiary devices are prohibited on HCA properties.

7. Marketing & Advertising

The organizer will be permitted to display sponsorship and event banners upon receiving approval from the HCA. Location of banners and signage will be provided by the organizer in an event site plan.

The organizer must recognize that the HCA promotes a family use atmosphere. All signage, advertising and marketing is to compliment the goals of the HCA. In addition, the HCA reserves the right to disallow offensive material.

In some instances, the HCA may request to set up an information booth at the event for outreach purposes.

8. Safety & Accessibility:

The organizer will be solely responsible for the design of the event and safety of participants and spectators. The event is to be designed so that the safety of all users in the conservation area are considered and they be made aware of any obstructions or hazards the event may cause. The HCA may disallow certain activities that do not comply with safe use of the property and/or facility.

The organizer must supply the HCA with a site plan including the location of first aid stations, important event areas, snow fencing (if required), etc. The site plan must also highlight any area closures and location of food or beverage vendors.

The organizer may be required to supply or contract the services of a first aid certified professional with emergency medical transportation to be stationed at the conservation area for the duration of the event.

The HCA, or other persons designated by the HCA reserve the right to enter the property or event area at any time for inspection, maintenance, development and any other purposes. Appropriate access must be allowed for the domestic water supply truck and/or other services hired by the HCA.

9. Exclusivity:

HCA properties are generally not exclusive and may not be used by others. Should the organizer require exclusive use of a conservation area, additional fees will apply.

10. Fees & Payments:

Each conservation area and event type has a different fee structure and associated payment schedule.

All payments should be in the form of an authorized cheque or certified cheque, made payable to the Hamilton Region Conservation Authority.

11. Cancellation:

The HCA will, within its normal practices, attempt to ensure that facilities and grounds are usable for the event. Factors beyond the HCA's control such as weather, previous rainfalls can make certain facilities and grounds unusable for certain activities. The organizer will not hold the HCA responsible for any loss as a result of facilities and grounds not being available for use. It is recommended that the organizer have alternative plans for the event to fit within the conservation area.

The HCA may cancel an event with written notice should the organizer fail to meet the payment schedule or due to unforeseen circumstances beyond the control of the HCA.

If on the event day severe weather conditions occur, then the HCA may at its sole discretion terminate the event or parts of the event without notice at any time. Severe weather is not the fault of the HCA and any loss or damage the organizer incurs as a result will not be the responsibility of the HCA. Severe weather is generally noted as electrical/ thunder storms, threats of tornados and or severe and damaging winds.

12. Damages:

The HCA is not responsible for damages, loss, theft, or personal injury. It is advised that the organizer coordinates a third party service for security, police officials or others as required.

The applicant will need to reimburse the HCA for any damages arising out of its use of the property or facilities. It is likely that you will be asked to submit a damage deposit, which will be returned in full if no property or facilities are damaged.

13. Insurance & Indemnification:

The organizer must supply the HCA with a certificate of liability insurance in an amount ranging from two million dollars (\$2,000,000) to five million dollars (\$5,000,000) depending on the nature of the event naming the **Hamilton Region Conservation Authority** as additional insured for the entire agreement period. Any date on which the organizer or its suppliers are using the area must also be covered by insurance.

The organizer, including any participants, exhibitors and dealers at the event are required to indemnify and save harmless the HCA from any and all suits, actions, claims and demands whatsoever, which may be asserted against them arising out of damage to property both real and personal and arising as a result of death or injury to any person or persons suffered in consequence of any activity of any kind by or on behalf of the organizer which may have occurred within or outside of the area described no matter how caused either directly or indirectly.

Any and all insurance policies and undertaking entered into by the organizer including exhibitors, suppliers and dealers shall release and discharge the HCA from all such claims.

The organizer must also include the HCA in any and all waivers that the organizer will require participants to sign. The waiver will also indemnify the HCA.

Section D: Final Authorizations

It is imperative that as the event organizer that you read and understand both the above guideline and the special event application. We also request that the information you are providing is accurate in order to properly facilitate and support your event. If there are any changes to your application, it is important that you notify the HCA of these changes immediately. The HCA reserves the right to revoke any approvals or permissions based on changes that render the event unsafe. If you have any further questions regarding the special event application or guidelines, please don't hesitate to contact the HCA at events@hamilton.ca or call 905-525-2181.