



## **DILWORTH PARK EVENT RENTAL GUIDELINES**

### **Dilworth Park Goals and Objectives**

Dilworth Park re-establishes William Penn's original Center Square, immediately adjacent to Philadelphia's City Hall, a National Historic Landmark. The park is a fully-accessible, central gathering place for Philadelphians: residents, workers, students, and visitors. It provides a signature entrance to SEPTA's subways, trains and trolleys, makes major transit lines accessible by elevator, links the Avenue of the Arts, the Pennsylvania Convention Center and the Benjamin Franklin Parkway and connects the office district to Market East destinations.

The park supports the CCD's mission to promote Center City as a competitive and accessible place to work and an attractive place to live and visit, with a diverse offering of arts, cultural, retail and leisure activities.

A long-term lease with the City of Philadelphia enabled the Center City District (CCD) to raise more than 90% of the \$55 million in construction costs from sources other than local government. Through the lease, the CCD assumes all financial responsibility for cleaning, landscape, and hard-surface maintenance, previously provided by the City, as well as for supplementary day and nighttime security.

Dilworth is built in accordance with sustainable design principals, governed by municipal rules, regulations and insurance requirements, as well as by the terms of the lease agreement between the City and CCD. Through the lease, the CCD is charged with maintaining Dilworth Park at a high standard with a greater frequency of services than most other City parks, while creating job opportunities for Philadelphia residents. Through the lease, the City has also delegated to the CCD the management of all permitted events in the park and the CCD is authorized to support operating costs through revenues generated on-site and through permit and event fees.

Events in a park at the center of the city, immediately adjacent to offices for government and business, as well as residential housing, must be compatible with the surrounding working and living environment, not cause damage or excessive costs to the park, nor interfere with the use of public transit or the enjoyment of the park by the public. The CCD welcomes events that attract workers, visitors and residents, including families with children, enhance and showcase the vitality of Philadelphia's arts, cultural, civic, and creative economy, while helping support the maintenance of Dilworth Park. The CCD reserves the right to reject any and all events that do not comply with the applicable park regulations or the goals and objectives of the park. Start planning your event today at <http://www.DilworthPark.org/rentals>.

The park is closed from 1:00 a.m. to 6:00 a.m. Entrances to transit remain open 24 hours a day.

## **Guidelines for All Events**

Dilworth Park receives no operating support from the City of Philadelphia. The CCD is financially responsible for all cleaning, supplementary security, landscape and hardscape maintenance costs, as well as the costs of all events and events logistics. In order to provide a quality public space that is generally open to the public while providing continuous access to public transit, the CCD has the following guidelines for obtaining a permit and using the park for your event:

- All groups that want to program or schedule events in Dilworth Park must have their events approved in advance, be prepared to cover the costs of the event and conform to all of CCD policies and the requirements that the City of Philadelphia has included in its lease with the CCD for the premises.
- All events at Dilworth Park must execute an event agreement, which requires a permit, damage deposit, designated insurance coverage, an approved plan for the event and agreement to cover the CCD costs in providing any and all services for the event.
- The CCD reserves the right to decline any and all events that conflict with already permitted events and/or are inconsistent with the park's mission to provide a public space that is generally available for the enjoyment by the public and compatible with the public and business offices and the residential land-use immediately adjacent to the park.
- Permit must be applied for a minimum of 30 days in advance and will not be approved until 14 days prior to permit date.
- Event activity shall be conducted only in those areas of the park specified by the permit.
- Events must take place within posted park hours, unless otherwise approved.
- All events must provide a damage deposit to pay for any damage to park property, clean-up costs, or other violations of the permit. The deposit amount is based on the size and nature of the event, and will not be returned until any invoices relating to the event have been paid in full.
- All events must provide liability insurance coverage from insurance companies satisfactory to CCD as per the required insurance provisions.
- The CCD has competitively selected a preferred caterer and tent vendor who must be used for your event. All other types of vendors or subcontractors must be preapproved in writing by the CCD and must satisfy all applicable City licensing, insurance requirements, permitting and inspection requirements.
- Electric utility service will be provided at cost to user, pursuant to load requirements described in the permit application. No other utility services will be provided by CCD.
- The chairs, tables, and umbrellas in the park are for public use at all times. However, if you would like to use park furniture for your event or audience, you may request it in your proposal. You may also request to have furniture removed from your event area for a fee, if necessary.
- CCD park personnel are not available to assist with setup or breakdown, and the park does not provide any hand carts or flatbeds. This is the responsibility of those holding an event.
- The gardens, lawn, foliage, and hard surfaces must be protected from damage during load-in, load-out, and throughout your event. CCD staff will work with you to devise an appropriate protection plan.

- All event logistics must be coordinated through the CCD for all aspects of the event including but not limited to the load-in, set up, breakdown and load-out. The park and surrounding sidewalks should remain open to the public at all times unless there is a danger to the public and a brief closure is unavoidable. If a closure is necessary, it must be clearly marked with approved, legible signs and protected with barricades or event set-up or security personnel. No cars or trucks are allowed inside the park unless approved in writing by the CCD in advance. The tires for all flatbeds, dollies or carts used to set up and service the event must be pneumatic or rubber air filled; no solid, hard plastic tires will be allowed because they can damage the granite surface.
- Events are rain or shine. Rain dates are not typically given.
- Additional costs to prep the park or staff the event will be billed in advance.
- All materials, furniture and equipment shall be removed promptly at the expiration of the time set forth in the permit and any and all debris or garbage occasioned by the permitted activity shall be removed at the expense of the permit holder. Costs incurred by CCD for cleanup after the event will be billed to the event sponsor within 30 days following the event.
- Permit holders will be assessed an additional fee if materials are not removed by the expiration time set forth in the permit.
- No sound amplification will be permitted (except as specifically provided in the applicable permit).
- Banners, signs, displays and notices in the park for the event shall be approved in writing in advance of the event and shall not be of a size of prominence that will attract public attention or patronage, other than for the event itself.

These rules are intended to provide a uniform set of guidelines for all activities in the park. Any exceptions made will only be in writing and signed by an authorized representative of CCD.



## **DILWORTH PARK EVENT RENTAL INSURANCE REQUIREMENTS**

Contractors, subcontractors, concessionaires and consultants performing at the parks shall procure and maintain, insurance covering its employees, invitees and the Premises, in the types and minimum limits of coverage specified below throughout the term of this Agreement. All insurance shall be procured from reputable insurers who are acceptable to the CCD and authorized to do business in the Commonwealth of Pennsylvania. All insurance herein, except Workers' Compensation and Employers Liability, Professional Liability and Contractor's Pollution Liability, shall be written on an "occurrence" basis and not a "claims-made" basis.

- (a) **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**
  - (i) Workers Compensation – Statutory Limits;
  - (ii) Employers Liability:  
\$100,000 Each Accident - Bodily Injury by Accident;  
\$100,000 Each Employee - Bodily Injury by Disease;  
\$500,000 Policy limit - Bodily Injury by Disease;
  - (iii) Other states' insurance including Pennsylvania
  - (iv) The Policy shall be specifically endorsed with Waiver of Right to Recover from Others Endorsement (WC 00 0313) where permitted by state law, naming the City.
- (b) **GENERAL LIABILITY INSURANCE**
  - (i) Limit of Liability: \$1,000,000 per occurrence for bodily injury (including death) and property damage liability; \$1,000,000 personal and advertising injury; \$2,000,000 general aggregate for products and completed operations. The CCD may require higher limits of liability if, in the CCD's sole discretion, the potential risk so warrants.
  - (ii) Coverage: Including but not limited to premises, operations; personal injury liability (employee exclusion deleted); employees as additional insureds; cross liability; broad form property damage (including completed operations and loss of use) liability; products and completed operations; independent contractors, and blanket contractual liability (including liability for Employee Injury assumed under a Contract) provided by the Standard ISO Policy Form CG 00 01. Policy may NOT include the restrictive Endorsement CG 24 26 (Amendment of Insured Contract Definition) or any other provision excluding coverage for the CCD's sole negligence which has been assumed by contract.
- (c) **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**
  - (i) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability;
  - (ii) Coverage: Owned, hired and non-owned vehicles (Any Auto).

- (d) ALL RISK" PROPERTY INSURANCE covering all building structures, improvements, betterments, plate glass, equipment, trade fixtures, merchandise, business personal property and any other property in Contractor's care, custody and control in the amount equal to the full replacement value of the Premises with no penalty for coinsurance.
- (e) LIQUOR LIABILITY INSURANCE covering liability exposure as a result of providing alcoholic beverages at an event.
- (f) Umbrella Liability Insurance at limits totaling \$10,000,000 per occurrence when combined with insurance required under (a), (b) and (c) above.
- (g) From time to time the CCD or the City of Philadelphia may request additional coverages or changes in limits, depending on the hazards, risks or other perils, and in such amounts as reasonably may be requested by the CCD and at the time are customarily insured against with respect to improvements similar in character, size, general location, use and occupancy of the Premises.
- (h) The Center City District, Central Philadelphia Development Corporation, City of Philadelphia, its respective officers, employees and agents, shall be named as additional insureds on all policies required hereunder except the Workers Compensation and Employers' Liability. All such policies shall include an endorsement stating that the coverage afforded these parties as additional insureds are primary to any other coverage available to them. The Center City District shall be named as Certificate Holder on such policies.
- (i) Certificates of insurance, evidencing the required coverage shall be submitted to the Center City District, 660 Chestnut Street, Philadelphia, PA 19106, Atten: Anthony Pipitone, within ten (10) days after the execution date of any agreement. Contractor shall furnish certified copies of the original policies of all insurance required under this Agreement at any time within ten (10) days after written request by the CCD.
- (j) The insurance requirements set forth herein shall in no way be intended to modify, limit or reduce the indemnifications made in this Agreement by Tenant to the City or to limit Tenant's liability under this Agreement to the limits of the policy(ies) of insurance required to be maintained by Tenant under this Agreement.
- (k) All insurance policies shall provide for at least thirty (30) days prior written notice to be given to the CCD in the event the coverage is materially changed, canceled or not renewed. At least ten (10) business days prior to the expiration of each policy, Contractor shall deliver to the city a certificate of insurance evidencing the replacement policy(ies) to become effective immediately upon the expiration or termination of the previous policy(ies).